159

SUPREME COURT OF THE UNITED STATES.

No. 124.

LLOYD N. ROGERS, Adm'r of ELIZA PARK CUSTIS, EDMUND L. ROGERS, in his own right and as Adm'r of ELIZA L. ROGERS, and ELEANOR A. ROGERS, App'ts,

vs.

JOSEPH E. LAW, by MARY ROBINSON, his next friend.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

INDEX.

	Original.	Print.
Style of Court	5	3
Parties	5	3
Mandate from Supreme Court of U. States	6	3
Petition of Alex. A. Lawrence, adm'r of Thos. Law, to be made a party to this cause	13	7
Petition of Edmund Law Rogers, adm'r of Geo. Henry Law, Bishop of Bath & Wells, to be made a party to this cause	14	7
Ditto, adm'r of Eliza Law Rogers, to be made a party to this cause	14	7
Order of reference to auditor	15	8
Exceptions by Blain's ex'or to auditor's report	16	8
" by Henry May, adm'or of Edmund and Thomas Law, to claims filed before the auditor	19	10
Auditor's report	25	12
Letter from James Adams to Circuit Court	89	45
" " Marbury & Hellen to Jas. Adams	90	46
Agree't between Jas. Adams and May & Brent as to fee	91	47
James Adams to William Redin	93	47
Exhibits referred to in auditor's report, viz:		
L, N, R, $1439 60 loaned by L. N. Rogers to Thos. Law	117	62

	Original.	Print.
L, N, R, No. 1. Letter from Thos. Law to Eliza Rogers	118	62
" " 2. " " "	119	63
" " 3. " " "	120	63
" " 4. " L. N. Rogers to Thos. Law, dated 23d Feb'y, 1822	121	64
" " 5. Notice to creditors of Thos. Law to appear, &c.	123	65
" " 7. L. N. Rogers to Wm. Redin, 5th May, 1855	125	65
*		
" " 8. Order on ex'ors of Genl. Washington to pay Thos. Peter and Geo. Calvert £352	126	66
" " 9. Mrs. E. P. Law in ac. with estate of Genl. Washington	127	66
" " 10. Letter from Lawrence Lewis to his sister, Mrs. Eliza P. Custis, 27th Aug., 1819	127	67
" " 11. Moneys rec'd from the estate of Genl. Washington by E. P. Custis	128	67
" " 12. Ditto. ditto.	129	68
" " 13. Lawrence Lewis to E. P. Custis, 29 Nov., 1822	129	68
" " 14. Extract from the will of Genl. Washington	131	69
" " 15. " " "	144	75
" " 16. Deed from Eliza Park Custis to L. N. Rogers and Eliza, his wife, 5th May, 1817	150	79
" " 17. Certificate of Wm. H. Hoffman that Eliza Law Rogers died a minor	153	80
B, No. 1. Deed from Thos. Law to James Barry	155	81
L, " 2. Confirmation by Edmund Law Rogers and Eleanor A. Rogers of lots sold by Thos. Law under the deeds of 1800 and 1802	160	83
Cause set for hearing	161	83
Exceptions to aud'r's rep't by L. N. Rogers	161	84
" " by Ed. Law Rogers	162	84
" to evidence, Jas. Adams and Henry May, ex'or and ad'r of Ed. and Thos. Law	163	85
Decree	164	85
Deed of partition between the legatees of Gen. Washington	172	88
Plats	178	91
"	179	91
"	180	91
Appeal prayed and granted to Supreme Court U. S.	182	91
Appeal bond, copy of	182	92
Clerk's certificate and seal	185	92
Citation and service	186	93
Appeal bond	188	93

* L, N, R, No. 6, not on file.

Style of Court.

DISTRICT OF COLUMBIA, to wit:—

At a Circuit Court of the District of Columbia, begun and held in and for the County of Washington, at the City of Washington, on the third Monday of October, being the fifteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty-five, and of the Independence of the United States the eightieth.

Present: Chief Judge; the Hon. James S. Morsell, James Dunlop, Assistant Judges; Jonah D. Hoover, Esquire, Marshal; John A. Smith, Clerk.

Parties.

In the record and proceedings of the said Court, amongst others, is the following, to wit:—

JOSEPH EDMUND LAW, by his next friend MARY ROBINSON,
ag'st
JAMES ADAMS, Exor. of THOMAS LAW, Dec'd, and others.

Be it remembered that heretofore, to wit, on the 28th day of March, in the year 1855, appeared in Court, her, the said complainant, by A. H. Laurence, Esqr., her solicitor, and the said defendants by Richard S. Coxe and James M. Carlisle, Esquires, their solicitors, and thereupon the said parties, by their said solicitors, filed in Court here the mandate of the Supreme Court in the words following, to wit:—

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the Honorable the Judges of the Circuit Court of the United States for the District of Columbia, holden in and for the County of Washington, greeting:—

Whereas, lately in the Circuit Court of the United States for the District of Columbia, before you or some of you in a cause between Joseph E. Law, by his next friend Mary Robinson, complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund and Thomas Law and others, defendants, in Chancery, the decree of the said Circuit Court was in the following words, viz: "This cause having been set for hearing on the bill, answers, and exhibits, and having been fully considered by this Court. The following principles were thereupon settled or ruled and adjudi-

cated by the Court, and the auditor was, by an order of the 20th of October, 1848, directed to conform thereto :—

1. That the defendants, Edmund Law and Eleanor A. Rogers, as grandchildren of Mr. Law, and children of Mrs. Rogers, take under the words of the deeds of 96, 1800 and 1802.

2. That they have no specific lien on the property intended to be conveyed to Mr. Barry by the deed of '96, but that the property conveyed by the deeds of the 8th of May, 1800, and 14th July, 1802, was substituted by the former.

3. That so much of the property in the deed of '96 as was not included in those of 1800 and 1802, was property released by the trustee to Mr. Law.

4. That on Mr. Law's death the grandchildren became entitled to the substituted property.

5. And the rents and profits received by Mr. Adams, the executor of Mr. Law, from the period of his death, of the property last referred to not exceeding £600 sterling per annum, but to that amount with interest thereon.

6. That the administrator of Mrs. Law is entitled to the arrears of the annuity of $1,500 from the 9th of August, 1804, to the death of Mrs. Law with interest.

7. That such arrears are a lien on lots one and two in square 689, and the part of lot three in square 690, and the buildings thereon mentioned in the deed of 1804.

8. That if those lots are insufficient to satisfy such arrears, the said administrator is entitled to come in against the general estate of Mr. Law for the deficiency.

9. That Mr. Blane was entitled to one-sixth of the city property purchased by Mr. Law, except such as was purchased and improved by him on his individual account.

10. That the burden of proof to show what was so purchased and improved is on those who now claim under Mr. Law.

11. That Mr. Blane's representatives are entitled to one-sixth of the rents, profits, and proceeds of such property received by Mr. Law, in his lifetime, and interest.

12. And to one-sixth of those received by his executor, Mr. Adams, since his death, and interest.

13. That the children of Mrs. Rogers became entitled, at the death of Mr. Law, under the covenant of 9th of August, 1804, to a provision out of his estate of equal value with the amount they received from their grandmother's estate, with interest since the death of Mr. Law.

14. That the legatees are entitled to be paid with interest after settling Mr. Law's debts, and his liabilities under the said settlements, deeds, and declarations of trust.

And James Adams having by an order of this Court filed in the cause, been appointed a trustee to sell all the real and personal estate of Thomas Law, deceased, and the said trustee having from

time to time by his several reports filed in the cause, reported to this Court, that he had sold the same, as particularly designated by him in said reports, for the particular prices or sums of money therein specified, to the several persons therein named, all of which several reports have been by the orders of this Court referred to William Redin, Esq., the auditor of this Court, to take and state accounts of the moneys produced by such sales, with the allowances that might be made by him to the said trustee for the expenses, costs, and charges, incurred, and expended by him in the execution of his trust, and also to audit, adjust, and apportion the several amounts of the proceeds of such sales as would be due to the respective parties in this cause interested therein, in conformity with the above mentioned ruling of this Court, and in accordance with the directions of this Court to the auditor, contained in its previous order of the 20th October, 1848. And the said auditor having by his six several reports filed as follows:—

No. 1. On the 4th of October, 1848.
No. 2. On the 21st of November, 1848.
No. 3. On the 10th of February, 1849.
No. 4. On the 21st of August, 1849.
No. 5. On the 8th of February, 1850.
No. 6. On the 4th September, 1852.

Stated such accounts with the amounts due to the several parties as settled by the aforesaid principles contained in the ruling of the Court, and having more particularly and fully by his said sixth report, reported that James Adams, the trustee, had completed the sales, and had reported the amount of money arising therefrom, and that there is due, agreeably to the aforesaid ruling of the Court, by its order of 20th October, 1848, to the several parties hereinafter named, the whole sum remaining after the payment of expenses, being $61,590 12, as follows, to wit:—

To Blane's rspresentatives,	$15,169 18
To the heirs, or grandchildren,	32,391 08
To Mr. Law's administrator,	13,044 97
To the Bishop of Bath and Wells,	922 10
To R. Wallach,	6 93

And exceptions having been filed on the 30th September, 1852, to the said auditor's reports, and accounts by James Adams, the executor of Thomas Law, deceased, a defendant to this suit, and also by Henry May, administrator of Edmund and Thomas Law, a defendant in this cause, and the same coming on to be heard: It is thereupon ordered, adjudged, and decreed by this Court, on this 18th day of December, in the year 1852, that the said exceptions are hereby overruled, and that the said auditor's reports, marked and filed as above specified in this cause, be, and the same are hereby ratified and confirmed. And it is hereby further ordered,

adjudged, and decreed by this Court, that James Adams, the trustee in this cause, pay unto the above named parties, or their respective solicitors, entered of record in this cause, the said several sums of money above specified, and reported by the auditor in his said sixth report, to be due to them respectively upon the principles heretofore embraced in the order of this Court, of the 20th October, 1848,"

as by the inspection of the transcript of the record of the said Circuit Court, which was brought into the Supreme Court of the United States, by virtue of an appeal agreeably to the Act of Congress in such case made and provided, fully, and at large appears.

And, whereas, in the present term of December, in the year of our Lord one thousand eight hundred and fifty-four, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel: On consideration whereof, it is the opinion of this Court that the grandchildren took nothing under the limitations of the deed of marriage settlement. Whereupon it is now here ordered, adjudged, and decreed by this Court, that so much of the decree of the said Circuit Court as allows $\$66{,}154\frac{81}{100}$, to Edmund and Eleanor Rogers, be, and the same is hereby reversed and annulled, and that the residue of the said decree be, and the same is hereby affirmed; and that this cause be, and the same is hereby remanded to the said Circuit Court, with directions to make distribution accordingly, and to proceed therein in conformity to the opinion of this Court. And it is further ordered and decreed by this Court, that the costs in this Court be paid out of the fund by the trustee.

Feb. 15*th.*

You therefore are hereby commanded that such further proceedings be had in said cause, in conformity to the opinion and decree of this Court as according right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding: Witness the Honorable Roger B. Taney, Chief Justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and fifty-four.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Costs:
Clerk $
Attorney $

$

Thereupon, A. H. Lawrence, in proper person, filed in Court the following petition, to wit:

JOSEPH E. LAW
vs.
THOS. LAW'S Ex'ors, *et al.*

In Equity.

The petition of A. H. Lawrence, administrator of Thomas Law, one of the defendants in this cause, showeth that the above named Thomas Law has departed this life, and your petitioner has received letters of administration on his estate, and prays to be made a party to said cause.

A. H. LAWRENCE,
Admin'r of Thos. Law.

A. H. LAWRENCE,
Solic.

On the same day, Edmund Law Rogers filed the following petitions, to wit:

JOSEPH E. LAW
vs.
THOS. LAW'S Executor, *et al.*

In Equity.

The petition of Edmund Law Rogers, administrator of George Henry Law, Bishop of Bath and Wells, a creditor of the estate of said Thomas Law, respectfully sheweth that said George Henry Law has departed this life, and your petitioner has received letters of administration on his estate, and prays to be made a party to said cause.

EDMUND LAW ROGERS,
Administrator of Thomas Law.

JOSEPH E. LAW
vs.
THOS. LAW'S Executor, *et al.*

In Equity.

The petition of Edmund Law Rogers, administrator of Eliza Law Rogers, respectfully sheweth that the said Eliza, his sister, has departed this life, and your petitioner has received letters of administration on her estate, and prays to be made a party to said cause.

EDMUND LAW ROGERS,
Administrator of Eliza Ann Rogers, dec'd.

Which was ordered, and they made defendants accordingly. And thereupon, with consent of the complainants and defendants by their

said solicitors, the Court made following order of reference to the auditor, to wit:

LAW
vs.
LAW.

The mandate of the Supreme Court reversing the judgment of this Court in the above cause as to one of the questions decided, and remanding the cause for further proceedings in this Court, having been filed, it is, this 31st day of March, 1855, ordered by the Court that the said cause be referred to the auditor of this Court, with directions to reform and restate the accounts of the trustee, and to report to this Court the sums due to the respective parties, according to the principles settled by the said Supreme Court, and that he give due and reasonable notice to all parties concerned of the time and places of meeting for executing this order.

By order of the Court.

Test, JNO. A. SMITH,
Cl'k.

And during the same term of the Court, to wit, on the 29th May, 1855, the auditor made the following report, to wit: Copied in page 25.

Exceptions by Blane's Ex'rs to Aud'r's Rep't.

LAW
vs.
ADAMS.

Before the Auditor in Chancery.

Wm. Redin: Having been employed to protect the interests of William Blane, dec'd, the residuary devisee and legatee of Thomas Law, we appear for the representatives of said Blane, who are parties to the above entitled cause, and except as follows:

1. To the claim filed by Lloyd N. Rogers, as husband of Eliza Rogers (formerly Law), dec'd, because said claim is stale and obsolete, because it is barred by the statute of limitations, because nothing is due to said Rogers, under or by virtue of the covenant of said Thomas Law, contained in the deed of 1804, which is relied on as the foundation of said claim, and because said claim, if any ever existed, should have been enforced at the suit of the Trustees named as covenantees and grantees in said deed of 1804, and because the cause of action, if any, accrued to said trustees on and by virtue of said covenant more than twelve years before the filing and exhibition of said claim.

2. To the claim of Edmund Law Rogers and Eleanor Rogers, for the legacy of five thousand dollars each as legatees of said testator, Thomas Law, because the said Edmund and Eleanor did elect and

decide to claim under certain indentures recited in the codicil of the testator, and contrary to the express condition and intention of said testator as declared by him in said codicil, because the said Edmund and Eleanor are claiming as distributees of Elizabeth P. Law (formerly Custis) their distributive parts or shares of the sum of money awarded and allowed by the decree in this cause to Lloyd N. Rogers, as administrator of said Elizabeth P. Law, contrary to the express condition attached by the testator to their aforesaid legacies, because the said Eleanor and Edmund are distributees of their mother, Elizabeth P. Law, and as such are entitled to receive their distributive shares of the amount heretofore allowed to said Lloyd N. Rogers, as administrator of their said mother, and the said Eleanor and Edmund must elect between their said distributive shares and the amount legacies *legacies* aforesaid, and cannot claim to receive both said shares and said legacies, and because the said Lloyd N. Rogers, as administrator of Elizabeth P. Law, for the benefit and on account of said Eleanor and Edmund, as distributees of his said intestate, has claimed and been allowed the amount heretofore decreed to him as such administrator, by reason whereof and of the express condition attached to said legacies, the said Edmund and Eleanor cannot now claim said legacies.

3. To the claim filed by Edmund Law Rogers, as administrator of Eliza Rogers, for the legacy bequeathed by said testator to said , because the said Eliza died before the 20th day of October, 1848, leaving the said Lloyd N. Rogers her sole distributee, he being her father, and she having died intestate and without issue while a minor, and the said Lloyd N. Rogers having, as such distributee, a right to the distributive share or portion of said Eliza of and in the amount heretofore allowed to said Lloyd N. Rogers, as administrator of Mrs. Eliza P. Custis, and because the said Lloyd N. Rogers should first elect whether as such distributee of said Eliza, he will claim the legacy to said Eliza as aforesaid, or her distributive share of the amount (being one-third of said amount) heretofore allowed to said Lloyd N. Rogers as such administrator, it being the manifest intention of said testator that neither the said Eliza Rogers, dec'd, or her distributees, should be entitled to both said legacy and said claim so allowed heretofore, or any part thereof.

ROBERT J. BRENT,
HENRY MAY,
for William Lewis Rham.

ROBERT BLANE,
Executors and Trustees of William Blane, dec'd.

LAW VS. LAW.

Exceptions to claims filed before the Auditor.

Henry May, as administrator of Thomas and Edmund Law, excepts as follows:—

1. He excepts to the claim filed by Lloyd N. Rogers, as creditor (in right of his deceased wife) of the testator Thomas Law, under the *the* covenant in the deed of 9th August, 1804—

1st. Because said claim is stale, obscure, and uncertain.

2d. Because the evidence offered does not support said claim.

3d. Because it does not appear from the evidence that any sum or sums of money, or property derived from the estates of General George Washington, or John Parke Custis, was ever at any time secured to Eliza Law, the child of the said Thomas Law, and Eliza Park Custis, his wife, according to the true intent and meaning of the covenant of the said Thomas Law in said deed of 1804.

4th. Because the said Lloyd N. Rogers was a party in this cause, and had due notice prior to the Auditor's last report to file any claim he might have as creditor of said Thomas Law, and having such notice failed to present his alleged claim now exhibited.

5th. Because if any such claim ever in fact existed, the cause of action thereon arose more than twelve years before the exhibition and filing of said claim in this cause, and before the decree passed in this cause for an account of the estate of said Thomas Law, and this exceptant relies upon the statute in such case made and provided for the limitation of actions, suits, and demands, generally called the statute of limitations, in bar of such claim of said Lloyd N. Rogers.

6th. Because the said claim, if any ever existed, became and was vested in said Thomas Law, as survivor of his said wife.

This exceptant further excepts to the claim filed by Lloyd N. Rogers, in his own right as creditor of Thomas Law—

1. Because the same is not proved.

2. Because the same is stale and absolute.

3. Because the same, if it ever existed, is to be presumed on the evidence to have been fully paid.

4. Because the same was not exhibited or filed prior to the Auditor's last report in this cause, although the said Lloyd N. Rogers was chargeable with notice to present said claim, and all claims he might have before the said Auditor.

5. Because the said claim, if it ever existed, is barred by the statute of limitations on which this exceptant relies in bar thereof. This exceptant further excepts to the claim filed by Edmund Law Rogers, as adm. of Eliza Rogers, the legacy left by Thomas Law, the testator to said Eliza Rogers.

1. Because the sole distributee of said claim is Lloyd N. Rogers, the father of said Eliza, and the said Lloyd N. Rogers having filed

in this cause a claim as creditor of the said Thomas Law, under the deed of 9th Aug., 1804, is by the express condition of the will of said testatator excluded from claiming all benefit of said legacy, or his distributive part thereof; and the administration on the estate of said Eliza Rogers was taken out merely to benefit the distributee thereof, there being no creditors of said Eliza Rogers, who died an infant, owing no debts to any one.

This exceptant further excepts to the claim filed by James G. Barry:—

1. Because the same is not sufficiently proved.

2. Because the same is stale and obsolete, and is presumed to have been paid.

3. Because the same is barred by the statute of limitations on which this exceptant relies in bar thereof.

This exceptant further excepts to the claims filed by Edmund Law Rogers and Eleanor Rogers, for the legacies left by said testator to them:—

1. Because the said Edmund and Eleanor, and each of them, being *sui juris*, did claim and did elect, to claim as creditors of said Thomas Law, the testator, contrary to the terms and conditions of his said last will and testament, and are therefore not entitled to any part of said legacies according to the express condition on which the same were bequeathed.

2. Because the said Lloyd N. Rogers, as administrator of Eliza P. Custis Law, is claiming and has been allowed the amount of his claim under and by virtue of a certain deed of Aug., 1804, and that the said Lloyd N. Rogers has made such claim in behalf of and on account of the said Eleanor and Edmund and Eliza Rogers, deceased, who were the distributees of the claim so allowed, and that such claim of said Lloyd N. Rogers has not been presented for the benefit of the creditors of said Eliza P. Custis Law, of whom none appear to exist.

3. Because the said Edmund and Eleanor are distributees of two-thirds of the amount awarded to Lloyd N. Rogers, as adm. of Eliza P. Custis Law, and cannot be allowed to receive or claim their legacies aforesaid, until they have renounced for the benefit of the estate of Thomas Law, their claim as distributees aforesaid, or until they have elected between their distributive shares aforesaid and the legacies in said last will, or have been otherwise restrained by principles of equity.

ROBERT J. BRENT,
For H. MAY,
Administrator of Edmund and Thomas Law.

BALT., *Apr.* 26, 1855.

Dear Sir: In the case of Law, &c., *vs.* Adams, Ex. of Law, &c., please submit to the Court a report and accounts on the following points, viz:—

1. State an account showing the distribution of the fund among the specific and residuary legatees, excluding Edmund Law Rogers and his sister, by reason of their *election* and renunciation in open court, and by reason of their now claiming, as distributees of their mother, the amount payable to Lloyd N. Rogers, adm. of Eliza P. Law, and which amount is payable under a certain post nuptial contract between said Eliza P. Law and Thomas Law, the testator.

2. State an account showing the amount heretofore paid by Adams to the Rogers, and charging the said amounts against their distributive shares of the fund awarded to the adm. of their mother, and in making this account report whether their mother left any debts, and report the commissions of Lloyd N. Rogers, at say 10 per cent., and his expenses of administration, that is to say, in the absence of his having settled any account.

3. Report that by the reversal of the decree there is a surplus for the residuary devisees, and that the case was argued in Supreme Court by Brent & May, as counsel for the executor, and under a contract, which file, and state an account deducting our fee from the residuary legacies on the basis of this contract.

4. State an account paying H. May as adm. of Ed. and Thomas the full amount with int.

ROBERT J. BRENT,
For H. MAY,
Administrator of Edmund and Thomas Law, and as Counsel in Supreme Court, with said May, for James Adams, Executor.

To W. Redin, Esq., Auditor, &c.

BALT., *May* 22d, 1855.

Dear Sir: We learn that the Court will meet 1st Tuesday in June, and hope the law accounts will be in, as Carlisle agrees to get it disposed of this term.

Please gratify us if possible. I file the same exceptions as counsel for the residuary devisees, and please so state it in your reports.

Yours truly,
R. J. BRENT.

Auditors' Report.

JOSH. EDM'D LAW
ag't
LLOYD N. ROGERS, *et al.* } No. 83.

Equity.

The Circuit Court by the decree of Jan'y, 1848, settled that the *grand* children of the late Thos. Law, were entitled, under the words "child or children," in the marriage settlement with Miss Custiss, and the post nuptial deeds of 1802, and 1804, to the lots specified

in those deeds, and to the benefit of the covenant in the settlement as to the annual product or income of those lots.

The Court also decided that Lloyd N. Rogers, as administrator of Mrs. Law (who died in the life of Mr. Law), was entitled to the arrears of the annuity agreed to be paid by him to her, by the articles of separation between them, and to interest on such arrears.

The effect of these decisions was to absorb the whole estate, chiefly in favor of the grandchildren, and the administrator of Mrs. Law, which yielded to them, in their character of creditors, and to the other unpreferred creditors of Mr. Law, a dividend of fifty-five per cent. only on their claims.

The Supreme Court has reversed so much of the decree of the Circuit Court as established the claim of Edm'd L. Rogers, and Eleanor L. Rogers, the surviving grandchildren of Mr. Law, and affirmed all the rest.

The result, therefore, is that the grandchildren take nothing as such under the settlement and deeds; and that the will of Mr. Law is set up.

The distribution of the assets, then, under the will, will be: 1. To the creditors of Mr. Law. 2. To his specific legatees, and 3, to the residuary legatee.

The creditors are:—

1. Lloyd N. Rogers, in respect of the arrears of Mrs. Law's annuity.
2. The representatives of Wm. Blane, for his sixth of lots sold by Mr. Law in his life and not accounted for.
3. Edm'd L. Rogers as adm'r of Bishop Law.
4. Rich'd Wallack's administrators.

The above have been admitted as creditors heretofore under the notice given by the subscriber on the 6th Nov., 1848: and their claims are considered adjudged by the decisions of the Circuit and Supreme Courts.

Those who have now claimed to be creditors on this audit are:

1. Lloyd N. Rogers, as individual creditor of Thos. Law, for money advanced for him.
2. Lloyd N. Rogers, claiming in his own right under Thos. Law's covenant in the deed of 9th August, 1804, to secure to his daughter Eliza Law (afterwards the wife of Lloyd N. Rogers, now dead), a like sum "equal to whatever should be secured ultimately to come to said Eliza after the death of her father and mother," from the estates of Gen'l Washington and John P. Custiss.
3. James G. Barry, for the amount of a judgment recently recovered against the executor of Mr. Law.

The specific legatees are:—

1. Jos. Edm'd Law.
2. A. H. Lawrence, adm'r of Thos. Jones.
3. Henry May, adm'r of Thos. Law, son of John.
4. H. May, adm'r of Edm'd Law, son of John.

5. Edm'd L. Rogers.
6. Eleanor L. Rogers.
7. Edm'd L. Rogers, adm'r of Eliza L. Rogers.

The residuary legatees are the representatives of Wm. Blane, of London.

Objections are taken by R. J. Brent, Esq., on behalf of Henry May, adm'r of Thos. and Edm'd Law, and of the representatives of Wm. Blane, the residuary legatees or devisees, to the two claims, now filed by Lloyd N. Rogers: 1. As an individual creditor of Thos. Law, and 2nd, as a creditor under the deed of 1804, also to the judgment recently recovered by James G. Barry against Jas. Adams, as executor of Thos. Law; and also to the three specific legacies now claimed under the will of Thos. Law by Edm'd L. Rogers, and Eleanor Rogers, and by Edm'd L. Rogers, as administrator of his deceased sister Eliza Rogers.

The entire assets, when all shall be realized, will be sufficient to pay all the creditors whose claims are admitted, and all the specific legatees in full, and leave a surplus for the residuary legatee. But the funds now in hand are insufficient to pay entirely the specific legacies and interest.

I. The debts against the estate.

1. Lloyd N. Rogers as adm'or of Mrs. Law.

It is now settled by the decisions of both Courts, Circuit and Supreme, that he is to take the arrears of the annuity and interest thereon.

There will, however, have to be deducted from those arrears the payment made out of the assets in Nov'r, 1848, by consent of all parties, to the grandchildren, Edm'd L. Rogers, and Eleanor L. Rogers; but which turns out to have been made under a mistake as to their right.

A partial distribution was then made; and, under the impression that something would be due to Edm'd L. and Eleanor L. Rogers claiming as grandchildren under the settlement, the sum of $\$8410\frac{03}{100}$ was by consent paid to them by the trustee. Edm'd L. Rogers, and Eleanor L. Rogers, are two of the three distributees (the adm'or of Eliza Rogers bring the third) of their grandmother, Mrs. Law, and are entitled to receive from their father, L. N. Rogers, two-thirds of the amount which will come into his hands as her administrator, for the arrears of the annuity. Notice has been given for presentation on this audit of claims against the estate of Mrs. Law. None have been presented. It is now claimed on the part of the residuary legatee under Mr. Law's will, that the amount so paid to the grandchildren, Edm'd L. and Eleanor L. Rogers, be deducted from their distributive shares of the arrears of the annuity, with interest from the time of payment. Their shares exceed the amount so paid and interest thereon. It seems equitable, is supposed to be legal, and is allowed.

2. Lloyd N. Rogers, as a personal creditor of Thos. Law.

The claim is for 1439\frac{60}{100}$, stated to be the amount of a loan advanced by the claimant to Mrs. Law on the 22d of February, 1822, "as per the vouchers annexed to his account." Such account is marked "L. N. R."

The evidence referred to consists of a letter proved to be in Mr. Law's handwriting, addressed to "Mrs. Rogers," his daughter, without date, but endorsed received "Dec'r 2, '21," marked L. N. R. 1. In it Mr. Law says: "I have received a letter stating that the French money is obtained and in London; half I have paid to Blane, and the other half I shall send you bills for immediately on my return to town, viz., £574 15 4. I shall send the statement. I wish you would let your mother have half of this, till I can sell my property," &c. The next is also a letter from him to Mrs. Rogers (L. N. R. 2). "Mr. Oliver has enclosed to me the bills which I forgot to sign. You have not written to me whether Rogers will pay half for me of the amount received to Mrs. Custiss, till I am able to pay him. I wish never to receive again such a message." And then after describing his style of living and his wish "to close the year without thinking of Mrs. Custiss," he adds, "my request is a simple one for temporary aid." The third is a letter (L. N. R. 3) in his handwriting without date, except a pencil endorsement of "Dec'r, 1821," and without address, but presumed to have been written to Lloyd N. Rogers, from the remark as to "the illness of your father" of whom he had spoken in the preceding letter. In this letter, after speaking of the pressure of the $1500 a year upon him, he says: "I knew Mrs. Custiss would not press for all of it from you, although she had sent a harsh message to me through Eliza. I have sent the bills to Barry, and now enclose an order on him for half the proceeds to you, and half for Eliza, to pay Mrs. Custiss. I will hereafter show my sense of your liberality." "I never in my life cared about money matters for myself; all I wished was to make it serve others." The 4th is a letter (L. N. R. 4) written by Lloyd N. Rogers, to Mr. Law, dated "Feb'y 23, 1822, with this endorsement, proved to be in the handwriting of Mr. Law: "1822. Rogers, enclosing Mrs. Custiss' receipt for $1439^{60}." The writer of this letter says: "I have delayed to write to you, expecting every day to receive Mrs. Custiss' receipt. I did not get it till yesterday, and I now enclose it to you for fourteen hundred and thirty nine dollars, which I have deposited in the bank for her, it being half the proceeds of the bills which Mr. Barry sold. I informed Mrs. C. the moment that I got the money from Barry that I had that sum for her, but I did not get her answer till yesterday. She directs me also to enclose to you another receipt for some money she received from Eliza, some time ago."

The objections taken by Mr. Brent to this testimony, for the adm'or of the specific legatees, and for the residuary legatees, are: 1. The claim is not proved; 2. It is stale; 3. If it ever existed, it is to be presumed on the evidence to have been paid; 4. It was not filed

under the former notice given by the auditor to Mr. Law's creditors; 5. It is barred by limitations.

The notice (L. N. R. 5) was given by the subscriber to the creditors on the 6th Nov., 1848. This claim was first presented under the notice (L. N. R. 6) given in April last.

The bills Mr. Law promised in his first letter (2 Dec'r 21) to send to his daughter, Mrs. Rogers, were to be for £574 15 4 sterling, one-half of which he wished her to let her mother, Mrs. Custiss, have. One-half of that sum, with the premium on London added, would amount to about $1,439. In the 3d letter, presumed to be to Lloyd N. Rogers (Dec'r 21), he says he had sent the bills to Barry, and that he then inclosed an order on him for half the proceeds of the bills to him (Rogers), and half for Eliza, to pay Mrs. Custiss. The claimant received the proceeds of the bills from Mr. Barry, but when, is not shown; shortly, however, it is evident, prior to his receiving Mrs. Custiss' receipt, on the 22d Feb'y, 1822. On that day, he states in his letter (No. 4) that he had deposited $1,439 in the bank for her, it being half the proceeds of the bill which Mr. Barry "sold," and which he got from Barry for her. The loan or advance now claimed as a debt due by Mrs. Law to Rogers, is stated to have been made by the latter to the former on the 22d Feb'y, 1822. It is the same sum which these vouchers mention, since the account refers to the vouchers as the proof of it.

It is thought that, upon this proof, no loan or advance is shown to have been made by the claimant to Mr. Law, but that the $1,439 which he paid to Mrs. Custiss were the proceeds of Mr. Law's bills, sent to Barry, which Mr. Rogers received from him on the order of Mr. Law, to be paid to Mrs. Custiss, which he did receive, and paid over to Mrs. Custiss, and obtained her receipt to Mr. Law, and sent it to him. It is not shown that there had been any advance previous to the 22d Feb'y, the day on which Mr. Rogers received the money from Barry. If there had been, it was then repaid. No prior indebtedness of any kind by Mr. Law to the claimant is shown. It may have been, and most probably was, Mr. Law's intention to present the whole of the £574 15 4 to his daughter as a gratuity, but that can scarcely be deemed a debt. The claim, for these reasons, is not admitted.

3. Lloyd N. Rogers as a creditor under the deed of 9 Aug. 1804.

This claim (L. N. R. 7) is for a sum out of Mr. Law's estate equal to that which was secured to come ultimately to Eliza, the daughter of Mr. and Mrs. Law, and late wife of Lloyd N. Rogers, from the estates of Gen'l Washington and John P. Custis.

The claim is now made by L. N. Rogers, in his own right, and is based upon Mr. Law's covenant in the deed of 1804, which is a conveyance by Mr. and Mrs. Law to Messrs. Calvert and Peter of all the interest of Mrs. Law in the estates of her father, the said John P. Custis, and of Gen'l Washington, in trust to hold $10,000 for the sole use of Mrs. Law during life, and to be at her disposition by

will at her death, and, if she died intestate, to pass to her heirs, and after deducting that sum, to pay the income of the residue to Mrs. Law for life, remainder to Mr. Law for life, and, on the death of both, "to transfer the whole of such residue to Eliza, the daughter of Mr. and Mrs. Law, to her, her heirs and assigns forever." Then follows the covenant of Mr. Law: "And the said T. Law, for himself and his heirs, doth covenant with said Calvert and Peter, their heirs and assigns, that whensoever the full amount and value of the funds shall be ascertained and known, which may or shall come to their hands, in virtue of this trust, and it can be thereby ascertained what sum will be secured to come ultimately thereupon to his daughter, Eliza Law, after the death of her father and mother, that he will immediately thereupon secure to his said daughter a like sum to be paid to her out of his estate at the death of her said father and mother."

The portion of the estates of Gen'l Washington and Mr. Custis, in which Mrs. Rogers was to take a fixed legal right under this deed, is understood to be "*the residue*" mentioned in it, and which it was expected the trustees would take, and invest, and apply, the principal and interest as therein directed. She had no vested interest in the $10,000. That sum is first set apart, and was to be at Mrs. Law's sole and absolute disposition. Whatever residue there might be, is limited to Mrs. Rogers, after the death of her father and mother, "to her, her heirs and assigns forever." And it is to that residue, secured to come to her by virtue of the trusts of the deed, that this covenant of Mr. Law is understood to apply "whenever it shall be ascertained what sum will be secured to come ultimately to Eliza Law after the death of her father and mother," he engages to secure a like sum.

The evidence presented, to show what came from those estates, and in support of this claim, is the following: "L. N. R. 8," an order dated 21 March, 1806, from the adm'or of the estate of John P. Custis, on the executors of Genl. Washington, for £352, in favor of Messrs. Peter and Calvert, the proceeds of which were received by Mrs. Law, as appears from her receipts thereon. "L. N. R. 9," showing the payments made on the order. "L. N. R. 10," a letter of Law Lewis, one of Genl. Washington's executors, to Mrs. Law, requesting her to send the order to him. "L. N. R. 11," another letter from Mr. Lewis to Mrs. Law, asking her again for the order, and stating the payments made to her. "L. N. R. 12," a statement of moneys paid to Mrs. Law, on account of Genl. Washington's estate. "L. N. R. 13," another letter of Lewis, asking for the order, and stating he could pay to Mrs. Law $1,500 or $1,800 on account of the said estate. The preceding papers have been proved to be genuine by Geo. W. P. Custis, except No. 9, and it was proved by the oath of Lloyd N. Rogers to have been found among Mrs. Law's papers after her death. "L. N. R. 14," are certified extracts by the Clerk of Fairfax County, Virga., from the will of Genl. Washington and the accounts of his executors; and ("L. N. R. 15,") from accounts

from the adm'ors of John P. Custis; showing the sums which Mrs. Law received from both estates. A large part of the document No. 15, is prior to the deed of 1804, and, of course, has nothing to do with this question and inquiry. "L. N. R. 16," is a deed dated—from Mrs. Law to L. N. Rogers, and his wife, of 1,100 acres, in Mason County, Va., allotted to her, Mrs. Law, under Genl. Washington's will. No proof has been given of the value of this land at the date of the covenant of the deed, or now. Mrs. Rogers died in the lifetime of both father and mother, intestate, leaving her husband and three children surviving her.

The objections taken to this claim by Mr. Brent for the legatees aforesaid, are: 1. It is stale, obscure, and uncertain. 2. The evidence does not support it. 3. It does not show that any sum was secured to Mrs. Rogers within the meaning of the covenant. 4. The claim was not presented on the former audit. 5. It should be sued for by the trustees; and, 6, the statute of limitation.

There is error of fact in the 4th objection: the claim was before the auditor on the former audits, and formed the subject of the Court's 7th direction in the order of the 17th Jan'y, 1848, in these words: to ascertain what sum will be or has been secured to come ultimately from the property of Mrs. Law to her daughter Eliza or her children, since the death of said Thos. Law. The only proof then offered was a copy of the paper, now filed, marked "L. N. R. 15;" which was then decreed insufficient.

As to the present documents, they do not seem to furnish the basis for any report against Mr. Lewis' estate under his covenant. The whole amount of these funds, derived from both estates, leaving out the 1,100 acres of land, of the value of which no proof has been offered as above stated, does not exceed $13,500; all of which (except $1,500 paid to T. Peter, one of the trustees) are shown to have been paid to Mrs. Law directly; and (except the land) no part is shown to have reached Mrs. Rogers, or to have been invested or secured to her. They do not seem to have been taken in charge under the trust created by this deed. Except the $1,500, the funds were not received by the trustees; no investment of any part has been shown; no residue set apart, and the income applied, first to Mrs. Law, for life, and afterwards to Mr. Law, for his life. The covenant would seem to have reference to a residue, which was to pass into the trustees' hands, and be invested by them, and for the income of which Mr. Law not only stipulated, if he survived Mrs. Law, but also that the principal should be held by the trustees, and be secured for his daughter upon the death of both her parents. As no such residue reached the trustees' hands, and none was secured, under the deed, to the daughter, it is thought that Mr. Law's covenant was not called into action, and has not been broken, and that no claim has been made out under it against his estate.

4. James G. Barry's claim.

The evidence relied on when the claim was first presented was the

short copy of the judgment recovered on the 3d April, 1855, against James Adams, executor of Thos. Law (marked B), for $250, with interest from the 16th July, 1828. The suit was commenced on the 20th Oct., 1852.

The exceptions taken to this claim are, 1, that it is not sufficiently proved; 2, stale and obsolete, and presumed to have been paid; 3, the statute of limitations.

The plaintiff has, since these exceptions were taken, presented and filed in this cause, the proof upon which he recovered at law; it consists of the paper marked B 1. The memorandum at the foot of the paper, acknowledging the receipt $250, is known to the auditor to be in the handwriting of Mr. Law, he being acquainted with it.

Is the claim fully proved? Is the statute of limitations a bar?

It is clear Mr. Law received the $250 from Mr. Barry, and there is no proof of repayment. He died within six years afterwards, and his estate is unsettled to this day. As the executor does not think that his duty required him to interpose in the action at law the positive bar of the statute, it appears to me that the conclusion of the jury, upon the question of original indebtedness, was right; and I find the same as they did, namely, that Mr. Law owed this debt.

But the statute of limitations is now interposed by the representative of a specific legatee, and also by the residuary devisee. It is a plea which enures only to the benefit of the creditor or legatee who pleads it. (3 Gill & Jo. 12.) The estate is sufficient to pay all the admitted debts, and all the specific legacies. Why need a *specific* legatee, therefore, rely upon it? But whatever doubt there may be as to his right to plead it, it is pleaded in this case by the residuary devisee, and there seems to be no doubt as to his right to interpose it. He can do in this respect what the heir can. Effect therefore will have to be given to the plea, *as to the real assets.* But upon a careful re-examination of the accounts, I find that the executor has received since his settlement in the Orphans' Court, in 1848, personal assets to the amount of $1,598 $\frac{98}{100}$; and that these form a part of the aggregate fund now in his hands for distribution. It is proposed, therefore, to admit this creditor upon those assets. The debt having been established against the personal estate of the judg't at law against the executor he cannot object. The plea of the residuary devisee, like plea of the heir under our practice, excludes the creditor only from the real assets. The other creditors will not be injured, as they are not barred from resorting to the real estate for the residue of their debts. But, as it is the right of the residuary devisee, as it is of the heir, to require that all the debts shall first go against the personal estate, the primary fund liable, this creditor it is supposed must be limited to a dividend merely with the other creditors upon these personal assets. They amount to $1,598$\frac{98}{100}$. The debts entitled to participate to $16,326. And the proportion of this debt and the costs of suit to 70\frac{47}{100}$.

The counsel for the claim suggested, that the assets should be so

marshalled as to allow this debt to be paid in full out of these personal assets, and that other creditors should be put to claim against the real assets. But the effect of such an appreciation to this case of the rule, that where one party has two funds, and the other but one, the former shall resort to the fund which the latter cannot, would be virtually to deprive this residuary devisee of his defence to this claim, and of his right to send all the creditors first to the personal estate; and it would also enable this creditor, in effect, to obtain payment of his debt out of the real assets, from which the residuary devisee has the right to exclude him by the plea of limitations. No instance is recollected of the marshalling of the assets so as to deprive a party of a legal defence. (2 Jar. on Wills 600; 2 Wms. Ex'rs. 1461.)

The claim is allowed to the extent above indicated.

After this was done, the counsel stated that they believed they could show that the pl't. was beyond seas when the debt was contracted, and has continued so ever since, but that they were unable to procure the attendance of the witnesses at this time. I do not think it right, with reference to the interests of the other parties, to delay this and it; but as there will be other assets to come in and be distributed, the residue of the claim can be considered suspended, not ejected, and the testimony can be offered on the next distribution.

II. The Legacies.

1. Eliza Rogers.

$5,000 are given to her by the will of Mrs. Law. He died in 1834. She died in 1837 (Hoffman's deposition, L. N. R. 17), a minor, unmarried and intestate. Mrs. Law died in 1832. Edmd. L. Rogers is the adm'or of his sister Eliza.

The words of the codicil dated 25th July, 1834, containing the gift of this legacy, and the two following legacies, are:

"I give and bequeath to my three grandchildren, Edmund, Eliza and Eleanor, children of my late daughter, Eliza P. Rogers, the sum of $5000 each to them, and each of them, and their heirs forever: provided, and with this express condition, namely, that if the s'd children of my said daughter Eliza, or either of them, or any person or persons in their behalf, or account, or in behalf or on account of either of them as heirs, or heir-at-law, or devisees or devisee of their late grandmother, the late Eliza P. Custis, shall claim, ask, demand, sue for, recover or receive any part or portion of my estate, rights, or credits, either in my lifetime or after my decease, under or by virtue of a certain indenture tripartite, bearing date the 19th March, 1796, entered into by and between Thos. Law and E. P. Custis, or under or by virtue of another Indie tripartite, bearing date the 8th May, 1800, entered into by and between Thos. Law, Eliza P. Law and Thos. Peter, or under or by virtue of another Indie bearing date 9th Aug., 1804, entered into between Thos. Law, Geo. Calvert and Thos. Peter, or under or by virtue of any other Indie deed or instrument of writing which the said Thos. Law and

E. P. Law, or E. P. Custis, may have been parties, or to which any other person or persons with s'd Thos. Law may have been parties for the benefit of s'd E. P. Law or E. P. Custis, or her heirs, then and in that case the bequest in this codicil to be null and of no effect, otherwise to remain in full force and virtue in law as my last will and testament hereby declared and made known."

I direct my executor before named, "in case the terms of this codicil be not acceptable to my said grandchildren ment'd in this codicil, to contest with them to the utmost their right to claim or receive any portion of my estate, rights, or credits under or by virtue of the Indie before named, or any other. He will, of course, carry into effect my intentions herein set forth in regard to either of them agreeing or disagreeing to the terms of this codicil."

Eliza L. Rogers died before the filing of the bill.

The objections taken on behalf of the adm'or of Thos. and Edm'd Law, two of the specific legatees, and of Blane's representatives, the residuary legatee, are, that it ought not to be allowed.

"Because the said Eliza Rogers died before the 20th October, 1848, leaving the s'd Lloyd N. Rogers her sole distributee, he being her father, and she having died intestate, and without issue, while a minor, and the s'd Lloyd N. Rogers having as such distributee, a right to the distributive share or portion of said Eliza, of and in the amount heretofore allowed to s'd L. N. Rogers as administrator of Mrs. Eliza P. Custis; and because the said Lloyd N. Rogers should first elect whether as such distributee of said Eliza, he will claim the legacy to said Eliza as aforesaid, or her distributive share of the amount (being one-third of the amount) heretofore allowed to said L. N. Rogers as such adm'or, it being the manifest intention of said testator that neither the said Eliza Rogers, deceased, or her distributees should be entitled to both said legacy and said claim so allowed heretofore or any part thereof."

2. Edm'd L. and Eleanor L. Rogers. A legacy of $5000 is given to each of them by the same clause of the codicil, and with the same proviso.

They were not parties to the original bill, which was filed 21st March, 1838; but were brought in as defendants by the amended bill, which they and their father, L. N. Rogers, answered jointly, by counsel, on the 19th Oct., 1847.

They exhibit the settlement, deeds of separation, and will and codicil of Mr. Law, and then state:

"By reason of their tender years, and of the doubts and difficulties arising from the aforegoing instruments, and because of the discovery necessary to enable them to ascertain the condition of the said estate, they cannot now understandingly elect whether to take under the said will or not, and they pray such discovery and a reference to an auditor; averring that should they elect not to come in under the said will they are entitled, 1. To the benefit of the made by the marriage settlement for the issue of the marriage of said T.

Law's $\frac{5}{8}$th are owing by—

Higgins, Lot No. 16, sq. 695.
T. Lowe, 7, 8, 9, sq. N. 743.
W. W. Hickey, Lot No.

Debts still owing by—

Maddox,	$51 18
Mrs. Sprigg,	170
Waller,	10
Barker,	400

W. REDIN.

26 May, 1855.

James Adams, Ex'or & Trustee of T. Law, No. 83, *Equity.*

DR.

Receipts prior to decree of Oct., 1848.
Personalty.

To cash received as per 1st report,	$114 00	17,204 67	
Do. do.		2,267 12	
Real		19,471 79	
Rents, individual,	" 2,117 78		
" settlement,	" 947 78		
" annuity,	" 8,689 52		
" unincumbered,	" 11,053 37		
Sales, individual,	" 5,459 98		
" joint,	" 26,873 32		
Interests on investments,	" 3,702 27		
		58,844 12	
Receipts subsequent to decree of 20th Oct., '48,		$78,315 91	
From all sources up to 2d April, 1850, for rents, debts, dividends, int't, Blane's 6th of former sales, balances thereon due Mr. Law's estate, and sales under the decree, as per 5th report,			28,359 50
From all sources, similar enumerations as above, to 13 July, 1852, as per 6th report,			38,484 88

Receipts since July 1852, 7th report.			
Sales. Blane's 6th,	1,011 08		
Patton 6th,	128 04	1,139 12	
Law's 5-6ths,	840 69		
Patton's "	378 38	1,219 07	
Law, old sales,		1,188 06	
Interest on deferred payments of sale of 10 Nov., 1851, and on investments,		5,004 59	
			8,550 84
Total assets,			$153,711 13

CR.

Payments.			
Funeral and other admor. expenses, 1 rep. 114,	641 29		
Arrears of Taxes at Mr. Law's death,	4,632 48		
Debts to Bank U. S. & al.,	13,875 23		
Adm'or's commission,	1,474 44		
Deposit with Ingle, for Dr. May's protection, p. 141,	1,884 72		
Taxes and repairs since Mr. Law's death to the 20th Oct., 1848,	12,964 71		
Other debts paid,	13,858 03		
		49,330 90	
Patriotic Bank debt,	2,607 58		
Bank of Washington debt,	515 51		
Blane's heirs, 13 Dec., '41, on acc't, p. 99,	1,405 48		
Trustees Com'n'rs, Plats, audit, 1st rep.,	4,151 80		
In 5th report, for taxes, repairs, insurance comm's audit, as per that report,	2,993 17		
In 6th report, for similar expenditures,	2,251 01		
In 7th report, "	2,118 76		
		16,043 31	
To the grandchildren, Edm'd and Eleanor Rogers, under			

Due the Bishop's adr.		2,614 32	
4. R. Wallach's admor.			
Principal,	9 08		
Interest,	8 82		
		17 90	
5. Jas. G. Barry.			
Debt,	250		
Int. 16 July, 1828, to 17 May, '49,	312 50		
Costs of suit,	17 28		
	579 78		
Proportion of subt. interest,	78 16		
	657 94		
Proportion of personal assets assigned to this claim and costs,		70 47	
			19,520 94
Balance for the legatees,			33,641 37
For the legatees,			$33,641 37
If all of them are to be paid, they are,			
1 Jos. Edm. Law, complt.			
Principal,	1,000		
Int. from 5th Aug. '35, to 17 May, '49,	827		
		1,827 —	
2. H. May, adr. of Thos., son of John.			
Principal,	5,000		
In't, the same period,	4,135		
		9,135	
3. H. May, ad'r of Edm'd.			
Principal and in't the same as the last,		9,135	
4. A. H. Lawrence, ad'r of Thos. Jones.			
Principal $1000, in't $827,		1,827	
5. Edm'd L. Rogers.			
Principal,	5,000		
In't from Aug. 5, '35, to May 17, 49,	4,135		
		9,135	

6. Eleanor L. Rogers.			
Same as the last,		9,135	
7. Edm'd L. Rogers, adm'r of Eliza.			
Same as the last,		9,135	
Total amount of legacies,		$49,329	
The fund is insufficient to pay them in full, but a dividend of $68\frac{2}{10}$ lbs. per cent. only.			
For the legatees,			$33,641 37
The dividends on the legacies will be:			
To Jos. Edm. Law,	1,246 01		
H. May, ad'r of Thos.,	6,229 87		
H. May, ad'r of Edm'd,	6,229 87		
A. H. Lawrence, ad'r of T. Jones,	1,246 01		
Edm'd L. Rogers,	6,229 87		
Eleanor L. Rogers,	6,229 87		
Edm'd L. Rogers, ad'r of Eliza,	6,229 87		
		33,641 37	
But if Edm'd, Eleanor, and Eliza Rogers be excluded, then to Jos. Edm'd Law,	1,827		
Proportion of the in't fund made since May 17, '49,	226 64		
		2,053 64	
To H. May, ad'r of Thos.,	9,135		
Proportion of in't fund,	1,233 22		
		10,368 22	
H. May, ad'r of Edm'd, same as last,		10,368 22	
A. H. Lawrence, ad'r of Jones,	1,827		
Proportion of in't fund,	226 64		
		2,053 64	
			24,843 72
Surplus for the residuary legatee,			$8,797 65
If the agreement as entered into by Mr. Adams with Messrs. Brent & May, be			

sanctioned by the Court, then the proportion of Messrs. Brent & May will be,	2,199	41
And of Blane's heirs,	6,598	24
		$8,797 65

In any of the contingences above stated the residuum will be increased by the Ingle fund, the house and lot, the Grammer lot, Mr. Carlisle's notes, and any amount that may be collected from the sources mentioned at the foot of the Report.

W. REDIN.
26 May, 1855.

Schedule to 1st Report.

Dr. James Adams, Executor and agent in general account current with the estate of Thomas Law.

	To		Receipts, as rendered by Mr. Adams.	
1834.	Cash received from sundry persons viz.,			
	John Wilson,	sq. 741	35	
	Grace Tollifer,	"	6	
	John Martin,	693	3	50
	Jane Smith,	"	4	
Augt.	Wm. Ingle,	Lot 2 in 693	21	
	Jane Smith,	"	2	
	Betsy Thompson,	695	4	50
	C. Brooks,	693	2	
	Abrm. Cox,	"	4	
	John Martin,	"	6	
Sept.	Henry Douglas,	"	4	
	Wm. Ingle,	693	21	
	Mary Humphreys,	"	2	
	Nancy Kendall,	"	4	
	R. Charlton,	382	20	
Octr.	Sale of personal estate	"	185	24
	Dr. Osburn, rent of farm,	"	125	
	Wm. Ingle,	693	21	
Nov.	S. P. Lowe,	742	75	
	John Martin,	693	1	50
	Wm. Ingle,	"	21	
	Isc. Cooper,	575	39	
	H. Douglas,	693	7	
Dec.	R. Smith, Int. on Corpr. Stock	"	321	82
1835.	W. Ingle,	693	21	
Jany.	Grace Tollifer,	741	2	

	Charles Lyons,	382	61	58
	Wm. Ingle,	693	21	
Feby.	Jane Smith,	693	4	
	Nancy Brooks	685	20	
	R. Charlton,	382	20	
Mar.	Ed. Casteel,	766	40	
	Nancy Brook,	685	5	
	W. Ingle,	693	21	
April.	James Martin.	"	10	
	Jane Smith,	"	4	
	James Moore, jr.	382	175	
	W. Ingle,	693	21	

1835.			Receipts.	
	G. C. Grammer, for ault.,	324	237	16
May.	T. H. Brook,	693	10	
	W. Ingle,	"	21	
	Mrs. Edelin,	770	2	50
June.	John Martin,	693	5	
	Lucy Lee,	693	1	
	Hen'y Gray,	"	1	50
July.	Jno. Wilson,	741	10	
	Same,	"	2	50
	Jane Smith,	693	4	
	Lucy Lee,	"	1	
	Dulaney,	"	2	
	James Kearney,	225	36	25
	F. Masi & Co.,	379	44	
Aug.	A. Charlton,	382	100	
	W. Ingle,	693	42	
Sept.	Jane Smith,	"	2	
	Mrs. Smith,	689	77	06
	U. Ward,	460	44	
	Jno. P. Ingle,	382	123	82
	W. Ward,	460	88	
	W. W. Seaton—note,		954	45
	Jno. P. Ingle,	382	247	64
	Jno. Sinon,	575	1,001	72
	C. Buckingham—note,		108	64
Octr.	C. Lyons,	382	69	50
	Lucy Lee	693	1	
	A. Cheshire,	431	37	50
	Jas. Moore, Junr.,	382	45	12
	A. Cheshire,	431	12	50
	James Keech,	689	27	
	Jas. Moore, Junr.,	382	25	58
Novr.	Mrs. Sprigg,	689	54	
	Sylvia Johnson,	693	1	

Decr.	Thos. Jackson,	693	6	
	Jane Smith,	"	5	
	James Smith,	766	10	
1836.				
Jany.	John Wilson,	741	5	
	Saml. Briggs,	741	10	
	J. Wilson,	"	5	
	Dr. Osborne, rent of farm,		20	
	A. Cheshire,	431	25	
	Miss Harrington,	740	20	
Mar.	Jane Smith,	693	6	
April.	Jas. Kearney,	225	37	
	Nancy Brook,	685	10	
May.	S. S. Briggs,	741	15	
	Hines,	693	5	35
	Massi & Co.,	379	30	
	Mrs. Smith,	689	40	16
	Jas. Moore, Junr.,	382	65	40
	Jane Smith,	693	5	
	Mary Donoho,	695	11	26
July.	Nancy Brooks,	685	5	
	R. Smith, int. on corp. stock,		965	46
	G. Brown, sale of farm,		229	73
	Lucy Lee,	693	9	
	J. Wilson,	741	15	
	F. Hassler,	689	187	50
	E. Stewart,	693	1	
	J. Magruder,	"	1	
	Mary Humphreys,	"	2	
	C. Buckingham—note,		102	88
	Int. Corp'n stock,		3	
Sept.	J. G. McDonald,	690	312	47
	Mrs. Smith,	689	95	24
Oct.	O. Cook's heirs,	460	31	
	S. S. Briggs,	741	30	
	E. Stewart,	693	1	
	J. Magruder,	"	1	
	B. Fletcher,	685	5	
Dec.	F. Hassler,	689	125	
	E. Casteel,	766	40	
	C. Buckingham,	530	114	46
	R. Charlton,	382	64	79
1837.				
Jany.	E. Casteel,	764	20	
	P. Greenwell,	741	8	63
	Is'c Cooper,	575	96	
	Is'c Cooper,	"	13	
	Chas. Lyons,	382	69	

	W. Ward,	460	44	
	Nancy Brooks,	635	10	
	S. F. Lome,	742	190	
Feby.	Tub. Lee,	693	6	50
	P. Greenwell,	741	2	50
	B. Fletcher,	685	7	50
March.	S. S. Briggs,	741	10	
	W. Warder,	324	20	
	Jas. Fearney,	225	36	
	S. S. Briggs,	741	10	
	Heirs of Stettinus,	460	90	
	Nancy Brook,	685	10	
	S. P. Lome,	742	56	80
	R. Keyworth.	379	19	03
	Same,	"	19	03
	Int. on corp'n stock		6	90
May.	N. Brook,	685	5	
June.	S. S. Briggs,	741	10	
	J. Wilson,	"	7	
	G. C. Grammer,	324	137	32
	Sale of corp'n stock,		460	50
	McDonald,	690	175	
Sept.	F. Hassler,	689	187	50
	Same,	"	131	25
	C. Buckingham,	350	120	94
Oct.	Mrs. Sprigg,	689	30	
Nov.	E. Casteel,	766	30	
	C. Lyons,	382	69	50
	W. W. Seaton, Note,		1,026	73
	A. Cox,	693		20
	C. Cook's heirs,	460	31	
	Int. on Corp'n Stock,		3	
	W. & F. Little, sale Lot 1, sq.	350	333	34
	F. Massi & Co. " " 12,	379	41	
	B. Milburn, sale " 12,	881	211	
	W. W. Seaton, Note,		111	80
Decr.	W. Ward,	460	44	
	M. Reardon,	693	108	
	Geo. Brown, sale of farm,		1,770	27
	Same,		1,369	26
1838.				
Jany.	Jno. Lee,	693	6	50
	B. Fletcher,	685	12	
	James Moore, Jun.	382	136	25
Feb'y.	James Smith,	766	10	
	W. & F. Little, sales,	350	183	33
	N. Brooks,	685	5	
	Same,	"	5	

	Is'c Cooper,	575	48	
Mar.	J. Wilson,	741	15	
	Mrs. Sprigg,	689	55	
April.	Heirs of Stettinus,	460	90	
May.	W. Jacobi,	741	12	
	J. Rawlings,	"	5	
	N. Brooks,	685	10	
June.	Thos. Jarboe,	690	4	
	F. Hassler,	689	187	50
	Jas. Smith,	766	5	
	Same,	"	5	
July.	S. S. Briggs,	741	95	
	T. Jarboe,	690	4	
	Jas. Rawlings,	741	10	
	N. Brook,	685	5	
	Mrs. Sprigg,	689	45	
Augt.	T. Jarboe,	690	4	
	W. T. Lowrie,	741	5	25
	Mrs. Ragan,	"	1	50
	W. Jacobi,	"	18	
	Mason by Stettinus,	382	45	
Sept.	B. Fletcher,	685	33	
Oct.	J. Rawlings,	741	5	32
	Jas. Smith,	766	10	
	E. Casteel,	"	30	
	Mrs. Ragan,	741	2	50
	Jno. Purdy, sale 3 sq.	575	300	
	W. E. Howard, 10 sq.	770	183	72
	W. & F. Little,	350	48	35
	C. Buckingham,	"	100	
	Tho. Carter, sale land		100	
	Sale Corp'n Stock,		1,368	
	Same,		11,357	66
Novr.	J. B. Milburn,	881	117	
	T. Jarboe,	690	12	
	Mrs. Ford,	740	10	
	J. Shofe,	"	12	
	G. C. Grammer,	324	68	66
	Tho. Jackson,	693	7	
Decr.	McDonald,	690	175	
	J. Shofe,	740	4	
	J. Rawlings,	741	10	
	J. P. Ingle, sale,	382	2130	54
	Same, rent,	"	371	46
	B. Milburn, sale,	881	95	80
	Thos. Cater, land,		40	
1839.				
Jany.	C. Lyons,	382	69	50

	W. Jacobi,	741	24	
	J. Shofe,	"	4	
	Mrs. Fagan,	741	2	50
	Nancy Wood,	685	10	
	T. Cater, sale of land		50	
Feby.	W. Ward,	460	44	
	Jo. Shafe,	740	4	
	Jno. Purdy, sales,	575	226	74
Mar.	T. Jarboe,	690	12	
	J. Rawlings,	741	15	
	B. Fletcher,	685	17	50
	J. Shofe,	740	4	
April.	J. Lee,	693	6	50
	N. Wood,	685	10	
May.	Mrs. Hall,	741	1	50
	J. Rawlings,	"	10	
	J. Shofe,	740	8	
	N. Wood,	685	5	
June.	T. Jarboe,	693	10	
	Mrs. Ford,	740	10	
	E. Casteel,	766	30	
	Mrs. Ragan,	741	6	
	T. Cater, sale of land,		16	
July.	W. Jacobi,	741	42	
	R. Donovan,	693	6	
	D. Westerfield,	"	4	
	J. Smith,	766	25	
Aug.	J. Rawlings,	741	10	
	Dr. Hamilton, rent of farm,	21	77	
Sept.	R. Donovan,	693	8	
	J. Moore, Jun.,	382	64	43
	B. Milburn, int.,	881	3	37
Oct.	R. Donovan,	693	4	
	L. Beach,	740	12	
	W. Jacobi,	741	30	
	O. Cook's heirs,	460	25	
	Jno. Smith,	764	10	
	J. Rawlings,	741	15	
	F. Hassler,	689	395	83
	Same,		841	66
	W. & F. Little, sale,	350	205	
Novr.	B. Milburn, sale,	881	45	80
	C. Buckingham,	350	157	33
	T. M. Milburn,	350	111	30
Decr.	Jas. Moore, Junr.,	382	70	
	D. Westerfield,	690	16	
1840.				
Jany.	W. Ward,	460	44	

	S. S. Briggs,	741	33	87
	Le Beach,	740	9	
	Heirs of Stettinus,	460	45	
	Mrs. Fagan,	741	2	
	J. Rawlings,	"	15	
	McDonald,	690	175	
	B. Milburn, sale,	881	200	83
	C. Buckingham,	350	149	35
	J. Purdy,	575	74	62
	W. & F. Little,	350	32	
Feby.	W. Warder,	324	30	
	Mrs. Fagan,	741	5	96
	Jno. Lee,	690	6	
	W. Wood,	685	10	
	E. Casteel,	766	30	
Mar.	J. Kearney,	225	108	25
	L. Beach,	740	11	
	B. Fletcher,	685	15	
May.	J. Rawlings,	741	20	
June.	N. Wood,	685	15	
	F. Masi & Co.,	379	30	
July.	W. Jacobi,	741	36	
	Miss Barry,	770	36	
	S. S. Briggs,	741	10	
Augt.	Mrs. Fagan,	"	5	
	L. Beach,	740	5	
Sept.	J. Cooper,	575	25	
	Heirs of Stettinus,	460	56	25
	B. Fletcher,	685	2	50
	McDonald,	690	175	
	W. Westerfield,	"	7	
	Mrs. Edelin,	770	2	50
	S. Stettinus, sale,	460	700	
Oct.	Miss Barry,	770	36	
	S. P. Lome,	742	502	38
	W. Jacobi,	741	36	
	J. Moore, Junr.,	382	50	
	W. & F. Little, sale,	350	92	
Novr.	W. Ward,	460	44	
	E. Hassler,	689	250	
	C. Lyons,	382	70	
Decr.	W. & F. Little,	350	25	
	D. Westerfield,	690	20	
1841.				
Jany.	J. Rawlings,	741	15	
	Mrs. Fagan,	"	5	45
Feby.	F. Hassler,	689	500	
	N. Brooks,	685	10	

607

	J. Rawlings,	741	15	
Mar.	B. Fletcher,	685	20	
	W. & F. Little. Sale,	350	97	88
Apr.	N. Brooks,	685	10	
	Jno. Lee,	693	7	
	J. Rawlings,	741	15	
May.	O. Cook's heirs,	460	10	
	E. Casteel,	766	30	
	A. Cheshire,	431	150	
	N. Brooks,	685	5	
June.	R. Charlton,	382	200	
	L. Rawlings,	741	15	
	Mrs. Fagan,	"	6	25
	L. Beach,	740	16	
	M. Rearden,	693	98	44
July.	F. Hassler,	689	118	74
	W. Jacobi,	741	36	
	Smallwood's heirs,	770	36	
	O. Cook's heirs,	460	10	
	Ann Rachau,	693	5	
	W. B. Todd,	460	136	50
	Jno. Purdy,	375	60	
	S. P. Lowe,	742	48	
Aug't.	C. Buckingham,	350	41	33
	F. Little,	350	140	78
Sept'r.	McDonald,	690	175	
	W. Ward,	460	44	
	O. Cook's heirs,	460	10	
	J. Rawlings,	741	20	
	J. Purdy,	575	96	80
	L. Carusi. Sale,	350	200	
	W. & F. Little,	"	152	66
Oct'r.	C. Lyons,	382	40	
	Mrs. Ford,	740	7	
	J. Moore. Jr.,	382	100	
Nov'r.	Mrs. Fagan,	741	6	25
	Jno. Purdy,	575	552	97
Dec'r.	James Cooper,	"	119	
	W. Ingle,	693	95	43
	E. Hassler,	689	125	
	Mrs. Sprigg,	"	64	22
	Same,		60	92
	Jas. Rawlings,	741	9	62
	F. Massi & Co.,	379	36	50
	L. Beach,	740	15	
	L. Carusi,	350	369	53
	W. Ingle. Sale,	693	150	
	Same. Rent,	"	754	57
	E. Moore,		7	

	Masi & Co., sale,		25	
	Carusi, note,		100	
	Same, int.,		7	68
May.	Mrs. Edelin,	770	3	
	N. Wood,	685	15	
	Masi & Co., sale,		40	
	J. Thomas, note,		20	35
June.	W. Ward, sale,		715	
July.	Mrs. Edelin,	770	4	
	Mrs. Fagan,	741	6	14
	W. Warder,	324	10	
	Carusi, int.,		6	11
	Fitzpatrick, note and int.,		25	50
	Fitzpatrick,		24	73
	Geo. Collard,		16	53
	G. Collard, sale,		18	55
	Same,		16	65
	J. H. Lusby,		13	47
	J. Higgens,		49	16
	E. B. Stelle,		58	04
Sept.	S. P. Lowe,	742	25	
	A. Cheshire,	431	37	50
	McDonald,	690	250	
	Mrs. Edelin,	770	4	
	W. H. Hickey, sale,	743	80	67
	J. H. Lusby,		27	12
Oct.	C. Lyons,	382	69	50
	S. E. Barry,	770	18	
	L. Carusi, note and int.,		89	29
	J. Fitzgerald, int.,		2	14
Nov.	J. Gunder, sale,	699	130	
	J. Boyle,		106	05
	G. Collard,		18	91
	W. Richards,		35	96
	G. Adams,		31	21
	R. Barry,		12	58
	T. Blagden,		126	57
	R. Patton, note and int.,		37	86
	B. F. Dyer,		35	33
	J. Fitzgerald,		12	22
	J. S. Fowler,		19	13
	T. Blagden,		50	72
	Same,		165	69
	J. C. Fitzpatrick,		26	51
	G. Collard,		16	97
	Same,		17	13
Dec.	E. Hassler,	689	250	
	R. Keyworth,	382	182	50

1844.				
Jan'y.	T. Hassler,	689	500	
	S. P. Lowe,	742	50	
	Int. on $6000 treas'y notes,		360	
	L. Carusi, int.,		5	85
	M. A. Baker, sale,		115	34
	J. L. Fowler,		17	82
	J. Purdy, int.,		19	08
	R. Barry,		18	75
	R. Patton,		14	86
Feb'y.	N. C. Towle, int.,		10	82
Mar.	J. Cooper,	575	44	
	E. Casteel,	766	30	
	B. Fletcher,	685	45	
	S. E. Barry, ass'r,	770	18	
	J. Higgins, int.,		2	59
Ap'l.	L. Cooper,	575	100	
	S. P. Lowe,	742	25	
	B. Fletcher,	685	5	
	W. Pettibone, sale,	228	48	83
	U. Ward, sale, 13,294 5,	575	263	96
May.	Mrs. Edelin,	770	5	
	L. Burch,	"	14	
	E. B. Stelle, sale,		59	57
	N. L. Queen, sale,		62	50
	J. Boyle,		109	
	Geo. Adams,		32	08
	G. Collard,		17	20
	T. Blagden,		130	14
	G. Richards,		36	98
	J. Fitzgerald, int.,		22	43
	B. F. Dyer,		3	
	T. Blagden, note and int.,		52	17
	W. H. Hickey,		99	
	Int. on Corpn. stock,		15	62
	L. Carusi, int.,		15	
	T. Blagden,		170	37
	G. Collard, note and int.,		17	45
	N. C. Towle,		100	
June.	T. Lowe, Jr., 7, 8, 9,	743	10	80
	L. Carusi, int.,		15	
	J. Lee, old bricks,		2	75
	J. Moore, Jr.,	382	374	
	N. Shorter,	685	2	50
	B. Fletcher,		12	50
July.	Int. on Corpn. stock,		159	17
	J. Lemon, sale abandoned,		10	
	F. Masi & Co.,		50	

	Same,		136	05
	J. Higgins, int.,		5	
	Mrs. Edelin,	770	5	
	R. Barry, int.,		35	50
Aug.	R. Patton, int.,		22	57
	J. Fitzgerald,		41	12
	M. Shorter,	685	5	
	Jo. Cooper,	575	8	
Sept.	J. Higgins, rent,	743	4	
	O. Cook's heirs,	460	10	
	M. Shorter,	685	2	50
	J. Higgins, int.,		2	18
	O. Cook's heirs,	460	5	
	L. Carusi, int.,		15	
	Int. on Corp. W. Stock,		159	17
	G. Collard, note and int.,		17	60
	Same,		17	95
	Same,		17	76
	T. Blagden,		175	
	Same,		133	72
	N. Brady,		24	76
	B. F. Dyer, int.,		1	34
Nov.	O. Cook's heirs,		5	
	McDonald,	690	202	18
	M. Shorter,	685	5	
Dec.	O. Cook's heirs,	460	5	
1845.				
Jan'y.	A. D. Bache,	689	500	
	Same,	"	250	
	D. Westerfield,	690	30	
	J. Grinder, note and int.,		152	47
	Mary Casteel, sale 5, 6,	766	50	
Feb'y.	Jas. Cooper,		573	48
	M. Shorter,	685	5	
	O. Cook's heirs,	460	5	
	W. Richard's sale,		31	39
	R. Barry, int.,		12	50
	J. Fitzgerald,		18	
Mar.	R. Patton,		10	
Apr.	M. Shorter,	685	2	55
	B. F. Dyer, int.,		1	
	C. Greenwell, sale,		10	
	U. Ward, int.,		28	80
May.	O. Cook's heirs,	460	5	
June.	M. Shorter,	685	5	
July.	O. Cook's heirs,	460	5	
	R. Barry, note,		233	34
	Same, int.,		15	

Oct.	M. Shorter,	685	5	
	J. Smith,		31	46
	B. F. Dyer, int.,		1	35
	L. Carusi,		48	49
	Corpn. Wash., int.,		159	17
	L. Carusi, int.,		15	
	N. C. Towle, note and int.,		110	55
	T. Blagden,		179	73
	W. Pettibone, int.,		2	96
	Int. on corpn. stock,		174	77
	L. Carusi, int.,		15	
	N. C. Towle and note,		112	05
	Int. on corpn. stock,		177	77
	N. C. Towle, note and int.,		113	50
	T. Blagden,		184	41
	Int. on corpn. stock,		187	77
	L. Browns Towle's note and int.,		115	05
Novr.	S. P. Lowe,	742	154	08
	McDonald,	690	103	
1846.				
Jany.	D. Wasterfield,		10	75
	Int. on corpn. stock,		192	52
	M. Casteel,		33	92
	M. A. Baker, int.,		36	
Feby.	R. Barry,		12	50
	L. Carusi, ac. notes,		200	
April.	A. Cheshire,	431	181	20
	Int. on Corpn. W. stock,		201	52
	W. Pettibone, int.,		8	79
	J. Fitzgerald,		36	
	B. F. Dyer,		1	
	J. Grinder,		20	12
June.	M. Shorter,	685	10	
	Mrs. Edelin,	770	4	
July.	A. D. Bache,	689	750	
	Same,	"	375	
	Johnson,	770	2	50
	Jas. Smith, note and int.,		67	74
	B. F. Dyer, int.,		1	
	Int. on Corpn. W. stock,		203	02
	J. Fitzpatrick, note and int.,		26	65
	J. Boyle,		112	
Aug.	W. Warder,	324	30	
	W. B. Todd,	460	97	50
	R. Barry, int.,		21	03
Octr.	Jas. Moore, Junr.,	382	221	04
	H. Mathreson, sale,		20	94
	U. Ward, int.,		126	28

	J. P. Nyle, dis. old rap.,	728	120	
Decr.	H. Cromwell, ac. Hickey,		27	10
	Int. on corpn. stock,		218	02
	B. F. Dyer, int.,		1	
1847.				
Jany.	Int. on corpn. stock,		229	62
	Mrs. Casteel, int. 6,		56	
	B. F. Dyer, int. $1,		34	33
Feby.	A. D. Bache,	689	375	
	Jno. Purdy, int.,		146	28
Mar.	R. Keyworth,	382	200	
	J. Cooper,	575	48	
	M. A. Baker, int.,		20	58
	U. Ward, sale,		50	38
	H. A. Mathieson, int., 81.		37	08
	J. C. Fitzpatrick,		19	25
April.	M. Shorter,	685	7	
	O. Cook's heirs,	460	50	
	W. Pettibone, int.		14	75
	Int. on corpn. stock,		225	62
	B. F. Dyer, int.,		1	
May.	R. Barry, int.,		18	
	T. F. Hickey,	743	3	50
	Tulty, ac. of A. Cheshire,	431	43	80
	A. Keyworth,	382	143	56
	W. Hickey by Cromwell,		218	99
	L. Carusi, note and int.,		150	
	J. Higgins, int.,		4	60
June.	C. Lyons,	382	300	
	L. Carusi, ac. note,		60	
	Hickey by Cromwell, int. 7.44,		219	94
	C. Greenwell,		8	49
	W. W. Seaton, note,		83	34
	S. P. Lowe,	742	7	
	A. D. Bache,	689	375	
July.	Int. on Corpn. W. stock,		248	97
	Jas. Smith, note and int.,		71	24
	J. C. Fitzpatrick, int.,		3	10
Augt.	R. Barry,		27	28
Sept.	S. P. Lowe,	742	12	
Oct.	H. Mathieson, int.,		2	16
	Int. on Corpn. W. stock,		248	97
Novr.	Mr. Sprigg,	689	40	
	Same,		30	
	U. Ward, int.,		16	28
	B. F. Dyer,		1	
	N. C. Towle,		49	60

Decr.	U. Ward,		131	01
	Same,		16	50
	Geo. Bean,		1	98
	H. Mathieson,	54	36	54
	Jno. Thomas, int. 12 00,		139	13
	Mrs. Granes,	741	10	
	D. G. Hickey,	746	8	
	B. Thompson,	695	1	50
	N. Brookes,	685	10	
	M. Humphreys,	693	4	
	Hines by McCormick,	"	4	
	T. F. Hickey, sugar No.,		477	
1848.	Mats. and int.,		100	17
	U. Ward, acct. int.,		25	
	Int. on corp'n stock,		265	47
	N. B. Todd, int.,		20	25
	George Bean, sale,		200	
	Same, int.,		18	06
	W. Pettibone,		8	79
	U. Ward,		28	02
	H. Mathieson,		3	24
	M. A. Baker by R. Barry,		20	58
	C. Greenat's note,		48	90
	Same, int.,		8	80
	Corp'n Wash. int.,		265	47
	Mrs. Smith in repairs,	689	47	94
	A. D. Bache, rent,		375	
	N. Brady, note and int.,		24	10
	Same,		23	44
	E. B. Steele,		61	36
	Geo. Adams,		29	46
	J. L. Fowler,		16	35
			7,6107	05
	Kedghi, sale,		26	
	Brown, for farm,		1,884	72
	Baker, rent,		108	13
	School fund stock,		190	
				78,315 90

Letter from Jas. Adams to the Court.

The undersigned would respectfully represent to the Hon. the Judges of the Circuit Court of the United States, for the District of Columbia, that, as executor of the last will and testament of Thomas Law, deceased, he was advised that it was not only *proper*, but that it was *his duty*, by the terms of said will, to appeal to the Supreme Court of the U. S. from the decree of your honors, in the case of

Law *vs.* James Adams, executor, and others. That, having been urged to take an appeal by the parties interested in setting aside the said decree, he sought the advice of experienced counsel. Messrs. Marbury and Hellen, neither of whom were engaged in the case, who replied in writing, advising the appeal, a copy whereof is hereto appended, marked A, which the undersigned respectfully asks may be filed with the papers in the cause.

The undersigned would also submit to your Honors that, having originally employed counsel, who afterwards became the counsel of parties before the Supreme Court interested to sustain the decree of your honors, it became necessary to procure other counsel to represent the interest of the parties adverse thereto.

The undersigned therefore employed Henry May and Robert J. Brent, Esqrs. (the former having acted as counsel in behalf of a portion of the special legatees of said T. Law), and entered into a written contract with said counsel, whereby he stipulated to pay a contingent fee, subject to the approval of your honors, a copy of which is hereto appended, marked 3, and is respectfully submitted to your consideration.

WASHINGTON, *May* 5, 1855.

JAS. ADAMS,
Ex'r of Law, dec'd.

And he also respectfully submits a copy of a letter addressed by him to Wm. Redin, Esq., the auditor of your Hon. Court, marked C, upon the subjects of his commissions, to which he asks the favorable consideration of the Court.

JAS. ADAMS,
Ex'r and Trustee.

(*Copy*) *A.*

COURT ROOM, WASHINGTON, D. C.
April 30, 1850.

James Adams, Esq.

Dear Sir: We have examined the opinions delivered by the judges of the Circuit Court of the Dist. of Columbia in the case of Rogers and others ag't yourself, executor and trustee of Thos. Law, dec'd, and others, and also the injunction contained in the will of Mr. Law, that you should resist to the utmost the claims of the said complainants in the said cause, if persisted in by them, and are of opinion not only that it is proper that you should prosecute an appeal to the Supreme Court from the judgments of the Circuit Court, but that it is your duty to do so.

Respectfully,
(Signed) JOHN MARBURY,
J. HELLEN.

(*Copy*) (*B*).

Whereas the undersigned, as executor of Thomas Law, late of Washington City, has employed Robt. J. Brent and Henry May, as counsel to argue the appeal taken by him, as such executor, in the case of Joseph C. Law *vs.* the undersigned Lloyd N. Rogers and others, to contest the validity of the settlement and other deeds under which said Lloyd N. Rogers and his children claim, which appeal is now pending in the Supreme Court of the U. S.; and whereas the said counsel have agreed to argue this case upon a contingent fee, dependent on the success of said appeal, now this is to witness that the undersigned does, as executor aforesaid, hereby agree to allow said Brent and May a sum of money equal to twenty-five per cent. on such amount as may be recovered under and through said appeal for the residuary devisee or legatee in said Thomas Law's will, mentioned, or the representatives of said residuary devisee or legatee, provided always that the undersigned has the power, as executor, to make this contract, and that the same shall be approved by the court having jurisdiction over the accounts of the undersigned as such executor. And if the said Court shall not approve the sum hereby stipulated to be paid, then the undersigned agrees to pay such sum as the Court last aforesaid may approve, and direct to be paid out of the residue of the estate of the said Thomas Law, in the hands of the undersigned, and no other. And provided further, that, in case the deeds of settlement, and others aforesaid, in controversy, shall not be set aside, and in the event of no recovery for the said residuary devisee or legatee, by, under, or through said appeal, then the said Brent and May shall have no claim whatever for any compensation against the undersigned for any services rendered in said case of appeal.

Witness my hand and seal this ninth day of January, 1855.

(Signed) JAS. ADAMS,
Ex'r.

(*Copy*) (*C*).

W. REDIN, Esq.,
AUDITOR, &c.

I take the liberty to submit a few remarks on the subject of my commissions in the case of Thomas Law's estate which you have in hand.

I conceive it would do me great injustice to fix my commissions according to the rule of the Court, in ordinary cases of *trust sales* where the property is sold under a degree, and is usually put up at auction and sold to the highest bidder at one time. In such cases the rule allowed is doubtless correct, and the compensation ample. But my case is quite different, and the sales made by me as an executor under a will and having a discretion as to time and terms, have

been mostly at private sale at different times in lots and parts of lots as I could find purchasers. These sales required considerable negotiation, as the difficulties of title had to be considered in each case, making each sale a distinct transaction frequently months apart, and running through a period of upwards of ten years. By this plan of proceeding I am confident I have saved the estate thousands of dollars. In one case I will mention the sale of two small lots to the P. M. General, where I departed from my usual rule to take the assessment value when offered, and claimed, and received upwards of $3,500 in advance of the assessment price, and that too while the title was encumbered with Blane's individual interest to ⅛ part of the lots. This undivided title to ⅛ part has been the great obstacle to the sales, and I am persuaded that if the property had been put up at auction, and sold to the highest bidder and all at one time, great sacrifice would have been the inevitable result.

This state of things, and the desire not to put too much in the market at any one time, induced me to adopt the course of selling at private sale, whereby the labor of negotiating in each individual case was incurred, and a saving to the estate much beyond the additional commission was secured. I think, on consideration of these circumstances, you will see that the rule of Court, in relation to Trust sales, does not fairly apply to my case, and that you will fix the rate of commission on principles of equity, so as to give me a fair compensation for my labor and responsibility, and in doing this I am sure you will receive the approbation of the Court, and also of those interested in the avails of the estate.

Signed
JAS. ADAMS,
Ext.

Schedule to 5th and 6th Reports.

Dr. James Adams, Trustee of Thos. Law. Chancery, No. 83.

1*st. Rents.*

Date.	Property.	Purchasers & Tenants.	Price & Am't.
1848. July 1.	sq. 770, pt. 16	Mulloy, Tent.,	7 25
3.	689	Bache,	1 25
10.	744	Roberts,	62 50
13.	766	Smith,	20
18.	382	Fugitt,	25
28.	770	Barry,	18
29.	689	Bache,	250
Aug. 5.	381	Moore,	221 66
15.	742	Lowe,	6
16.	575	Cooper,	48
22.	743	Hickey,	1 50
Oct. 5.	575	Purdy,	50
	743	Hickey,	1

Date.	Property.	Purchasers & Tenants.	Price & Am't.	
1849. Jan. 8.	382	Fugitt,	25	
	695	Hines,	1	
	743	Hickey,	1	
Mar. 29.	431	Talty,	65 62	
Apr. 5.	695	Haines,	3	
22.	770	Barry,	18	
May 28.	690	Barker,	70	
June 6.	379	Keyworth,	217 26	
7.	575	Cooper,	96	
July 7.	690	Bache,	33 32	
	689	Do.	375	
	382	Fugitt,	18	
Aug. 11.	690	Barker,	25 50	
Sept. 17.	460	Moorehead,	25	
1850. Jan. 2.	742	Keep,	10	
10.	690	Bache,	100	
Mar. 12.	742	Keefe,	10	
Apr. 2.	690	Barker,	50	1979 61

2d. Sales, Private.

Date.	Property.	Purchaser.	Price.	
1848. Aug. 12.	sq. 770	Maddox,	30	
1849. Apr. 5.	690, pt. 7	Power,	189 84	
May 28.	694, 1	Gardiner,	151 40	
1850. Apr. 3.	732, pt. 28	Jamison,	10 48	
1849. Jan. 8.	Leasehold 431	Talty,	625	
	766, 1	Greenwell,	22 50	1029 22

Blane's 6th.

Date.	Property.	Purchaser.	Price.
1849. Jan. 4.	5 sq. 575	Ward,	180
	19 N. of 743	Simms,	17 69
Apr. 5.	1 766	Greenwell,	20 50
23.	E. 693	Blagden,	47 73
July 10.	8 741	Fitzpatrick,	17 74
	2 350	B. Milburn,	58 58
27.	F. 693	Coombs,	48 10
	D.	Dyer,	35 17
Sept. 3.	1 350	Little,	116 20
	9, 10, 11, 741	Barry,	234 99
	6, 7, 430	P. M. Genl.,	1482 23
Nov. 10.	23, 24, N. 743	Barron,	20

Date.	Property.	Purchaser.	Price.	
1850. Mar. 4.	2 350	T. Milburn,	56 63	
	3, 4, 766	Smith,	42 57	
	18 740	Barry,	121 16	
	2 770	Do.	12 92	2512 21

These lots were sold subject to the payment of Mr. Blane's sixth by the purchaser, the whole, therefore, belong to this estate.

2d. Sales under Decree.

Date.	Property.	Purchaser.	Price.	
1849. May 17.	1 sq. 228	D. A. Hall,	228 78	
	9 sq. "	Do.	72 45	301 23
	3 sq. "	Todd,	130 68	
	11 sq. "	Do.	154 69	
	12 sq. "	Do.	121 87	
	14 sq. "	Do.	124 19	
	14 sq. 637	Do.	27 80	
	12 sq. 685	Do.	148 85	708 08
	2 sq. 229	H. Naylor,	354 85	354 85
	3 sq. "	E. L. Rodgers,	473 50	
	1 sq. 260	Do.	429 70	
	3 sq. "	Do.	375	
	5 sq. "	Do.	380 62	
	3 sq. 295	Do.	821 54	
	5 sq. "	Do.	507 89	
	8 sq. 324	Do.	371 86	
	12 sq. "	Do.	286 94	
	3 sq. 382	Do.	1702 01	
	pt. 5 sq. "	Do.	986 53	
	5 sq. 685	Do.	253 89	6589 48
	9 sq. 375	J. Purdy,	925	925
	3 sq. 683	S. V. Franklin,	270	
	4 sq. "	Do.	270	
	11 sq. "	Do.	712 10	
	2 sq. 766	Do.	83 30	1335 40
	6 sq. 633	Byington,	229 50	229 50
	12 sq. "	W. P. Elliott,	354 33	
	½11 sq. 685	Do.	18 97	373 30

1 sq. 637	A. Nailer,	52 26		
2 sq. "	Do.	36 10	88	36
½11 sq. 685	Brooks,	20 50	20	50
1, 2, pt. 19, 689	L. N. Rogers,	6155	6155	
7 sq. 689	Broadhead,	67 06		
8 sq. "	Do.	62 01		
20½, 13, 693	Do.	115 69	244	76
13 sq. 689	L. Murray,	79 30		
14 sq. "	Do.	86 74	166	04
3 sq. 692	North, J. D.	22 59		
9 sq. "	Do.	22 59	45	18
14 sq. 693	R. Barry,	40 52		
4 sq. 742	Do.	26 60		
10 sq. "	Do.	90 08		
8, 9, 10, 743	Do.	120		
pt. 1, 770	Do.	21		
2 sq. "	Do.	45 82		
11 sq. "	Do.	104 89	448	91
2 sq. 694	J. P. Ingle,	48 89		
11, 12, 732	Do.	53 90	102	79
3 sq. 694	B. Bean,	55 05	55	05
22 sq. 732	M. Joice,	139 82		
29 sq.	Do.	32 90		
			172	72
30 sq.	P. Waterston,	26 32	26	32
1 sq. 742	T. F. Hickey,	13 35		
2 N. sq. 743	Do.	12 20		
4, 5, 6 sq. "	Do.	39 24		
22 sq.	Do.	38 49		
			103	27
6 sq. 742	W. E. Howard,	34 85		
13 N. sq. 743	Do.	12 08		
14–18 sq. "	Do.	62 29		
20 sq. "	Do.	35 10		
6 sq. 770	Do.	70 54		
			214	86
3 N. sq. 743	J. P. Keefe,	18 20	18	20

4, 5	sq.	770	G. Bean,	141 07	
					141 07
9	sq.	"	J. Keithby,	101 11	
					110 11
pt. 10		"	A. Woodward,	90 82	
					90 82
12	sq.	878	J. Howard,	47	
					47
pt. 3	sq.	770	Awkward,	40 78	
					40 78

3. *Collections from former Private Sales.*

1848, April 8.	For Property, see Rep't No. 1, p. 149, U. Ward,		28 18	
May 3.	"	B. F. Dyer,	1	
6.	"	Carusi, ($\frac{5}{6}$ Law)	100 00	
18.	"	Ward,	28 27	
June 17.	"	Do.	28 39	
27.	"	Do.	416 50	
July 20.	"	J. Grinder,	14 42	
Aug. 16.	"	R. Barry, int.,	27 28	
Sept. 2.	"	J. C. Fitzpatrick,	14	
19.	"	J. Purdy,	4 80	
Oct. 2.	"	Mathieson,	5 40	
5.	"	J. Purdy,	636	
	"	Do. int.,	66 78	
30.	"	B. F. Dyer,	34 35	
Nov. 1.	"	J. Purdy,	4 40	
6.	"	Mathieson,	36 17	
1849, Jan. 4.	"	Ward,	241 97	
8.	"	J. Smith,	77 28	
Mar. 31.	"	Ward,	158 05	
Apr. 2.	"	Mathieson,	42 48	
13.	"	Pettibone,	57 62	
23.	"	R. Barry,	20 58	
July 10.	"	J. C. Fitzpatrick,	106 06	
23.	"	Carusi, $\frac{5}{6}$,	152 98	
30.	"	Do. "	150	
"	"	Purdy,	12 40	
Sept. 10.	"	Mathieson,	43 62	
Nov. 10.	"	R. Barry,	27 28	
"	"	W. H. V. Hickey,	120	
"	"	J. Purdy,	15 67	
1850, Feb. 4.	"	Do.	4 62	
Apr. 2.	"	Mathieson,	38 11	
	"			2714 66

The above sales were made subject to Mr. Blane's $\frac{1}{6}$th. The whole proceeds belong to Mr. Law's estate, except Carusi's. See Rep. No. 1.

4. *Debts & int.*

1848, July 8.	Corp'n interest,	268 47		
27.	Int. on Treas'y Notes,	30		
Aug. 24.	Div'd on Buch. Cap'l,	60		
Oct. 5.	" " Corp'n Stock,	276 57		
1849, Jan. 8.	Int. on Treas'y Notes,	30		
May 25.	Stable roof,	5		
July 10.	Gain on Treas'y Notes,	194 33		
1850, Jan. 2.	Div'd on Corp'n Stock,	115		
	Int. from L. N. Rogers,	35 90		
		1015 27		
			28,369	56

Cr. Trustees' Disbursements.

Taxes on joint property, Nov. '48,	38	28
Clerks' fees, $4.20. Insurance (ann'y) $40.12,	44	32
Taxes (individual) $13.38. Taxed costs, $321.75,	335	13
R. S. Coxe, $350. 2nd audit, $25.63,	375	63
Taxes 1848, ann'y, $88.17. Heirs, $82.21. Ind'l, $29.03. Joint, $237.65,	437	06
Repairs (ann'y) $28. 3d audit, $50.28. Taxes (joint) $1.10,	79	33
Clerks' fees, $39.72. Repairs (joint), $6.65. Clerks' fees, $14.22,	60	49
Taxes 1849, ann'y, $88.17. Heirs, $88.21. Ind'l, $29.03. Joint, $258.10,	457	51
Insurance (ind'l), $14.50. Gales & Co., advertising, $17.25,	31	75
Auctioneer, 2 days, $15. Bellman, $2. Advertising, $42.12,	59	12

Trustees' Commission.

On rents,	$1,979	61	197	96	
Dividends, &c.,	1,015	27	101	52	
Sales, private,	1,039	52			
public,	19,103	57			
	20,148	09	541		
Blane's,	2,459		122	95	
Former sales, one-half,			34		927 43
Audit, $74.57. Advertising, $2.50,					77 07
					2993 17
					25,356 78

6th Report.

Schedule No. 3. Sales.

Private: report 26th Nov., 1850.							
W. McKinstry, lot 7, sq. 260,						1342	
H. Pritchard, lot 5, 7, 22. Lowe's,						550	
M. Casteel, $\frac{1}{6}$ part sq. 766,						34 96	
H. Cromwell, $\frac{1}{6}$ 1, 27, 28, sq. 743,						105 18	
T. Parsons, 15, sq. 685,						514 10	
W. P. Elliott, $\frac{1}{6}$, G 1, 30. 693,						50 46	
J. Fitzgerald, $\frac{1}{6}$, 1, 16, 17. 740,						237 84	
J. Jack, 1 sq. 766,						75	
E. B. Mudd, 14 sq. 685,						572 74	
Public. Rep't 7 July, '51.							
C. Doubleday, 4 sq. 228,						370 01	
W. B. Todd,	5	"	"		233 03½		
	6	"	"		216 64½		
	7	"	"		207 25½		
	16	"	689		489 50		
Private,	2	"	228		311 60	1458 03½	
S. P. Franklin,	8		sq.	228		194 75¾	
	5		sq.	760		37 50	
pt.	6		sq	"		378 17	
	7		sq.	"		194 35¼	
	8		sq.	"		244 02	
						———	1049 80
L. N. Rogers,	10		sq.	228		619 20	
	8		sq.	637		304 26	
	6		sq.	685		111 57¾	
	14		sq.	"		797 72¾	
	4		sq.	692		275 22	
	12		sq.	692		61 43¾	
	4		sq.	693		262 27½	
	24		sq.	"		46 88	
	15		sq.	743		62 50	
	16		sq.	"		37 50	
	18		sq.	"		18 75	
w ½	5		sq.	382		905	
						———	4502 33
H. McCormick,	7		sq.	637		154 26	
	6		sq.	693		128 28	
	9		sq.	"		83 32½	
	35		sq.	732		80 20	
	3		sq.	743		100	
	11		sq. N	743		42 10	
						———	588 16½
A. Rothwell,	3		sq.	637		201 75	

	9	sq.	637	151 31¼		
					353	06¼
C. M. Stewart,	10	sq.	690		59	31¼
J. P. Ingle, divd. on Capital				45		
Int. wherein sold,				736		
						781
C. H. Van Patten,	10	sq.	692	30 26½		
	20	sq.	732	148 86		
	21	sq.	"	115 15		
	36	sq.	"	105 28		
	19,21,22	sq.	743	11		
					410	55½
D. A. Hall,	11	sq.	692		40	31
R. M. Coombs,	10	sq.	693		135	62½
R. Wallach,	26	sq.	"		61	29
W. Marshal,	27	sq.	"	67 13		
	4	sq.	694	123 80		
	8	sq.	"	106 53¾		
	pt. 5	sq.	381	253 94		
					551	40¾
W. S. Colquhoun,	9	sq.	694		53	59
Geo. Waterston,	31	sq.	732		198	48
J. P. Ingle,	37	sq.	"		106	95
M. Kelly,	1	sq.	743	168 65¾		
	9	sq.	766	346 62		
					515	27¾
J. H. Goddard,	12	sq.	743	146 40		
	10	sq. N	743	26 26		
	12	sq.	"	40 39		
					213	05
R. H. Lambell, pt.	1	sq.	744	1158 30		
"	2	sq.	"	1242 06¼		
					2400	36¼
Stack, "	3	sq.	575		775	
C. Greenwell, "	1	sq.	766		91	87
E. G. Moreland & Bro., pt.	4	sq.	461		254	
R. Barry,	1	sq.	770		255	
Davis and Garrett, "	5	sq.	381		452	77
J. Moore, "	5	sq.	"		536	09
A. Small, "	5	sq.	"		332	20
Private Report 7 July, '51.						
J. B. Ward, ⅙, 1.	3	sq.	294		581	10
J. Smith, E. ½.	3	sq.	766		72	50
T. Blagden,	⅙ lots,	sq.	740 & 695	178 19		
	"	sq.	741	334 32		
		sq.	738	52 74		
	17	sq.	693	237 25		
					802	50

A. H. Mathieson,	7.12	sq.	770	57	
Private, since Oct. 1851.					
J. Kearney,	pt.	sq.	225	360	
M. Shanks,	4	sq.	379	267	81
J. M. Jones,	16	sq.	770	70	
H. Gelston,	3, 4	sq.	379	269	45
Same,	3, 4	sq.	381	1507	68
J. Grinder,	7, 8	sq.	695	100	
Mrs. Joyce,	28	sq.	732	12	24
F. Little, ⅛,	1, 2, 12	sq.	350	300	
George Bean, pt.	15	sq.	770	138	56
					24,566.66

Schedule No. 4. *Rents.*

Tenants:—

Bache,	375		
Kearney,	168		
Barker,	40		
Barry,	18		
Small for Moore,	46	25	
Moore,	138	75	
Hein,	100		
Walker,	3		
Moreland,	20		
Barker,	40		
Hein,	100		
Stant,	4		
Barry,	18		
Same, asse. Cooper,	48		
Hein,	100		
Pritchard asso. Cooper,	48		
Keyworth,	38	06	
O. Cook's heirs,	42	50	
Barry,	54		
Hein,	100		
Keyworth,	14	28	
Moore,	145	94	
Kearney,	72		
Lyons,	257	20	
Shanks,	303	45	
Grinder,	18		
Gelston,	1480	09	
Barker,	50		
Hein,	100		
			3942.52

Schedule No. 5.

1. Collections from former private sales. Report Oct., '48, 1849.

	Law.	Blane.
Pettibone,	52	
Carusi,	304 17	60 83
Barry, int. Baker,	20 58	
Fitzgerald,	758 30	
Grinder Lowe,	50	
Barry, int.,	22 32	
Same, "	27 28	
U. Ward,	327 50	
Same,	331 49	
Grinder Lowe,	25	
Purdy, int.,	42	
U. Ward,	332 24	
Pettibone,	54 69	
Barry, int.,	20 58	
Carusi,	184	36 81
Barry, int.,	22 39	
Same, "	27 53	
Patton,	143 10	
Lyons,	318 47	
Barry, int., Baker,	20 58	
U. Ward,	1686 06	
Barry, int.,	22 32	
Todd, leasehold,	270 84	54 16
Int. thereon,	69 16	13 64
	5,132 60	165 64
	165 64	
	5,298 24	

2. Debts.

W. W. Seaton,	598 94	598 94
Int. on deferred payments of 5th report,		1,360 61
Int. rec'd by trustee,		282 03
		38,484 88

Cr.

Trustees disbursements,	
Total amount as per 6th report, p. 12	2,251 01
	36,233 87

3. Interest made by the trustee on the moneys collected.

Latham,	85 66	
Corp. of Wash. int.,	135	
Latham,	90	
Corp. of Wash.,	156	
Latham,	217 25	
Corp. of Wash.,	156	
Latham,	473 50	
Chubb & Co.,	55	
Selden & Co.,	50	
Corpn. Wash.	156	
Purdy, int.,	18 30	
Selden & Co.,	300	
Chubb & Co.,	51 67	
Same,	14	
U. Ward,	4 17	
Latham,	48 33	
Bank of Wash'n,	76	
Willie,	6 20	
Corp. of Washington,	75	
Broadhead,	17 79	
Latham,	250	
		2,435 87

Seventh Report.

Dr. James Adams, Trustee. Receipts and Expenditures on account of Sales, Debts, and Interest from July 13th, 1852, to date, viz:

Sales.		Interest.	Total.
1st. To Mrs. Joyce, pt. lot, sq. 732 (5 feet),*		12 50	
2d. To Richard Barry,			
lot 8 sqr. 770,	54 20		
part lot 2 sqr. 770,	64 28		
	118 48		
Deduct error in calculation of quantity in lots 1 and 11 in sqr. 770,	16 44		
		102 04	
3d. To John C. Fitzpatrick, $\frac{1}{8}$ of lots 4, 5, 6, and 7, sq. 741, $52, and interest $30 68,		82 68	
4th. To H. Mathieson, pt. lot 7, sqr. 770,		90 00	

* Sale returned in last report that payment received since.

		Interest.	Total.
Interest paid,		2 27	
5th. To John Grinder, $\frac{1}{8}$ of sqr. No. of 699, $100, and int. 58 75,	158 75		
6th. To Geo. Collard, $\frac{1}{8}$ of lots 1, 2, and 3, sqr. 741,	68 48		
7th. To John Purdy, $\frac{1}{8}$ of pt. lot 3, sqr. 575, $265, and int. 221 33,	486 33		
8th. To Wm. Pettibone, $\frac{1}{8}$ of lot 13, sqr. 228,	39 00	11 72	
9th. To Jas. M. Carlisle, lot 5, sqr. 663, cash	802 00		
(3 notes $804, $804, and $803, at 1, 2, and 3 yrs. from 29 Mar. 1855, with interest.)			
	1,837 78	13 99	1,851 77
On Ac't of Debts.			
From John Grinder (two notes),	287 39		
Mrs. Baker (three notes),	343		
J. C. Fitzpatrick, "	103 94		
Richard Barry, (a)	454 68		
		9	1,188 01
Rd. Patton, { Law $\frac{5}{8}$ths, 378 38 / Blane $\frac{3}{8}$th, 128 04			506 42
Ac't Interest on Investments, &c.			
From John C. Fitzpatrick,		19 99	
John Grinder,		102 71	
Stans. Murray,		12 20	
J. W. Jones,		2 05	
R. M. Combs,		7 48	
Wm. B. Todd,		135 81	
Selden W. (in below).			
John Purdy,		34 42	
Rich'd Barry,		162 55	
W. McL. Cripps,		17 13	
Ulyss. Ward,		349 33	
Z. C. Robbins,		59 05	
J. Kearney,		27 45	
Donn & Bro.,		50 52	
Tho. Blagden,		8 14	
F. Little,		3 05	
Chubb Bro.,		69 37	
G. Lenthall,		64 65	
S. A. Peugh,		181 67	
C. H. Van Patten,		8 84	
Corporation of Wash.,		102	
Jas. Smith,		4 12	

	Interest.	Total.
F. Howard,	26 46	
Thos. Lewis,	12 93	
Flanagan,	24 20	
Clarke,	12 20	
Mrs. Baker,	29 17	
Jno. C. Brent,	77 27	
David A. Hall,	5 76	
R. Brodhead,	29 28	
H. Pritchard,	8 37	
And. Rothwell,	46 85	
W. H. Phillips,	100 19	
F. A. Dickens,	56 42	
Tho. Lewis,	22 16	
Johnson, Bro. & Co.,	319 50	
W. H. Winder,	302 24	
Chas. De Selding,	163 80	
Adams,	7 20	
J. Miller,	66 55	
G. W. Venable,	23 07	
F. Little,	7 56	
Colquhon,	3 92	
C. Greenwell,	6 92	
M. Kelley,	30 24	
Mrs. Doubleday,	26 99	
H. McCormick,	44 24	
Geo. Waterston,	15 16	
And. Small,	23 05	
F. A. Stuck,	58 44	
Jno. Moore,	40 34	
John H. Goddard,	15 96	
R. H. Lambell,	90 50	
Davis & Garrett,	203 42	
Wm. Marshall,	29 87	
S. P. Franklin,	31 50	
J. C. McGuire,	8 56	
John Van Riswick,	32 04	
Faulkner,	47 30	
Corse, Snowden & Cone,	790 30	
J. McKinstry,	78 46	
Doct. Johnston,	26	
B. B. French,	8 67	
Selden, Withers & Co.,	174	
Corporation of Georgetown,	555	
Total receipts,		8,551 89

1852. Expenditures.
viz:
Aug. 24. Taxes,

			Total.
Sept. 27.	Wm. Redin, aud'r's fees,	125 82	
Oct. 24.	Johnson Hellen,	75	
8.	W. Marshall, reps. 690,	13 70	
1853.			
Feb. 18.	Taxes, 5 bills,	52 22	
June 20.	Insurance,	13 50	
Nov. 12.	Johnson Hellen,	25	
16.	Woodward, copying,	10	
1854.			
Jan'y 7.	W. Redin, fee on a'ct for resisting W. Coxe's motion for attach't to pay over the money to the grandchildren,	100	
10.	J. H. Bradley, do. same service,	100	
17.	Insurance,	13 50	
Aug. 3.	Jno. A. Smith, fees,	73 92	
7.	J. Wise, reps. 690,	20	
14.	Taxes,	22 75	
Nov. 18.	H. Y. Naylor, reps. 690,	4 40	
1855.			
Jan. 13.	Printing brief S. C.,	28	
16.	W. Redin, att'y arrang. second for Sup. Court, and examining Grammer's title to lot at tax sale,	75	
Feb. 9.	Reps. House 690,	10	
	Taxes (5 bills),	48 74	
	Cl'k Supreme Court fees, id. Carroll,	211 57	
May.	Carlisle, for defence of Barry's suit,	50 00	
	Trustee's com'ns on these coll'ns,	689 95	
			1,806 07
			6,745 82

Washington, May 7th, 1855.

Vouchers omitted fees,	4 12	
do. do. int.,	37 28	
do. Taxes, Grammer,	5 29	
		46 69
		6,699 13

JAS. ADAMS,
Ex'r and Trustee.

Exhibits referred to in Auditor's Rep't.

Ex. L. N. R.

The Estate of Thomas Law, late of the City of Washington, in the District of Columbia, deceased,

To Lloyd N. Rogers, Dr.

To $1,439 $\frac{60}{100}$, fourteen hundred and thirty-nine dollars and sixty cents, with interest thereon, from the twenty-second day of February, A. D. 1822, said sum being the amount of a loan advanced by him to said Thomas Law, in his lifetime, and by said Thomas Law promised to be repaid, as per the vouchers hereunto annexed will appear.

LLOYD N. ROGERS.

DISTRICT OF COLUMBIA,
Washington County, sct.

Be it remembered, and it is hereby certified, that on this eighth day of May, in the year of our Lord one thousand eight hundred and fifty-five, before the subscriber, William Redin, Auditor of the Circuit Court of the United States for the District of Columbia aforesaid, personally appears Lloyd N. Rogers, he being known to me of my own knowledge to be the party creditor mentioned in the aforegoing account, and makes oath on the Holy Evangely of Almighty God, that said account is just and true, and that he has not received the whole, nor any part of the sum therein charged to be due, nor any security or consideration of any kind for the same, either from the said Thomas Law in his lifetime, or from any person in his behalf, or from his estate since his death.

W. REDIN.

Ex. L. N. R., No. 1.

Eliza: I have rec'd a lre. stating that the French money is obtained and in London; half I have paid to Blane, and the other half I shall send you bills for the m'y on my return to town, viz: £19,574 15 4. I shall send the statement. I wish you would let your mother half of this, till I can sell my property, and then get an annuity or small income for myself, for the rest I care not. When I told you how I lived, I hoped you would inquire into my circumstances, and interest yourself about me. Silence was all I received. I wished not for partiality. I only was anxious for sympathy. I rejoice that you have a generous, feeling husband. He exerts himself nobly. I wish it was in my power to show my regard. Int. Canning came in my absence to shoot my housekeeper; had only whiskey and apples to give, my butter was all sent to market; they would not wait for a broiled chicken. Rem'r me aff'y to the Col. and the three Cherubs.

I lose not a moment in informing you of my lre. from Paxton Cocherell & Thrate.

TH

(The letter being torn, the name was obliterated.)

Mrs. Rogers, Druid Hill, near Baltimore.

Ex. L. N. R., No. 2.

D'r Eliza: Mr. Oliver has inclosed to me the bills, which I forgot to sign. You have not written to me whether Rogers will pay half for me of the amount received to Mrs. Custis till I am able to pay him. I wish never to receive again *such a message.* I write in the country where I am alone, to avoid the trifling expense of boarding in the city. I wish to close the year without thinking of Mrs. Custis. My request is a simple one for temporary aid. I learn Mr. Rogers, your worthy father-in-law, is likely to be relieved from the cares of this life. I attribute your silence to that.

Yours,

T. LAW.

Rem'r me aff'y to Mr. Lloyd.

Mrs. Rogers, Druid Hill, near Baltimore.

Ex. L. N. R., No. 3.

My Dear Sir: I rejoice to close this year with a reply to your welcome, kind, aff't letter. You cannot conceive how much I have suffered by inability to remit to Mrs. Custis, and particularly by being informed that malignity had doubled the amount due, and thus injured me. That this 1,500 d'rs p. annum has been a great drawback on me, you can easily conceive, and you will applaud me for exertions, during 20 years, and wonder at my punctuality. I knew that Mrs. Custis would not press for all of it from you, although she had sent a harsh message through Eliza to me. My conduct little merited this. I am not very well, and will write you more cheerfully hereafter. I am sorry to learn that your father has been so ill; give my aff'e regards to your good sister. I have *sent* the bills to Barry, and now *enclose* an order on him for half the proceeds to you, and half for Eliza, to pay Mrs. Custis. I will hereafter show my sense of your liberality. I never in my life cared about money matters for myself; all I wished was to make it serve others. I have scarcely read over your letter, the first cursory perusal of its beginning and end relieved me from uneasiness. You will give me credit for some philosophy, who live without murmuring on 300 or 500 d's, who spent formerly 30,000. May the next year render all under your roof happy and prosperous, is the sincere prayer of

Y'rs aff'y,

T. LAW.

Ex. L. N. R. No. 4.

DRUID HILL, *Feb'y* 23*d*, 1822.

I have delayed, my dear sir, to write to you, expecting every day to receive Mrs. Custis' rec'pt. I did not get it until yesterday, and I now inclose it to you, for *fourteen hundred and thirty-nine dollars*, which I have deposited in the bank for her, it *being* half the proceeds of the bills which Mr. Barry *sold*. I informed Mrs. C. the moment that I got the money from Barry, that I had that sum for her, but did not get her answer till yesterday. She directs me also to inclose to you another rec'pt for some money she received from Eliza some time ago. Eliza and the children are very well, and we have been in hopes that you would have been with us before this. Shall we not see you before the spring sets you at work in the country. You should see our place in fine order; now, if hard work and indefatigable attention could avail, but all going out and nothing coming in, almost disheartens me, and I am well nigh tempted to abandon farming, at least until I could find a more favorable spot on which to expend my efforts. A growing family makes me begin to think, and feel seriously the necessity of doing something effective for their future provision. If you do not pay us a visit soon, you may expect to be welcomed when you come again by another grandchild. *Crescite et multiplicamini* seems to be our motto. I am blessed with a dear good wife take her for all and all (and it is thus we should estimate everything in this world). I do not know where such another should be found, and charming children, who, I trust, will deserve more than ever I can do for them. I have some prospect of making, as I believe, a very advantageous purchase of some land near Plattsburgh, on Lake Champlain, through the means of my brother-in-law Mr. Murray. If I do conclude upon it, my interest would probably lead me to pay it a visit this summer. If I should do so, perhaps it would do well that I should look after your concern near White's-tours, at the es. I should be in the neig That land, if you have not with it ought to be value now, as the grand canal mus through or very near to it. Lyncl me, I think was your agent; Mr. knows him very well. I dined yester at Oliver's; he is very well, and always inqu about you. I believe him to be one the be of men. Write to me when you have leisure, and believe me always sincerely and affect'y

Yours,

LLOYD N. ROGERS.

Thomas Law, Esq.,
Washington, Dist. Columbia.

Ex. L. N. R. No. 5.

OFFICE OF THE NATIONAL INTELLIGENCER,
WASHINGTON, *March* 9, 1849.

We hereby certify that the advertisement of which the annexed is a copy, was published in the National Intelligencer, twice a week, till February 1, 1849, commencing on the 6th of Nov'r, 1848.

13 weeks. For Gales & Seaton, cost of advertising $16 $\frac{25}{100}$.

THO. DONOHO.

In Chancery.

Joseph Edmund Law, complainant, against James Adams, Lloyd N. Rogers and others, defendants.

By a decretal order of the Circuit Court of the District of Columbia, passed in the above cause, on the 20th day of October last, it is made the duty of the subscriber to ascertain and report to the said Court the names of all parties claiming to be creditors of Thomas Law, late of this city, deceased, with the sums respectively due to them, and payable out of his estate; and to enable him to fulfil this direction, he is authorized and directed to give public notice, to be published in the National Intelligencer, for such time as they may deem reasonable and just, to all persons claiming to be such creditors of said Thomas Law, to present and prove the said claims; and in cases where the validity of said claims shall be contested, to report the evidence adduced for or against the same. Notice is therefore hereby given to all persons claiming to be creditors of said Thomas Law, to file their claims with me. Duly proved at my office in the City Hall, Washington, or in Georgetown, on or before the 1st day of February next, otherwise they may be excluded from participation in the assets of the said estate.

W. REDIN,
Administrator.

Ex. L. N. R., No. 6, (not on file.)

Ex. L. N. R. No. 7.

JOSEPH E. LAW
gainst
JAMES ADAMS, Executor of Thomas Law and others.

In Equity.

To William Redin, Esq., Auditor, &c.:—

The undersigned, surviving husband of Eliza Law, the daughter of the late Thomas Law, hereby lays claim as creditor of the estate of said Thomas Law to be paid out of a said estate a sum equal to the estates which the said Thomas Law, in right of his wife, the

late Eliza Parke Law, and that his said wife, Eliza Parke Law, in her own right, or either of them, were entitled to or derived under the last will and testament of General George Washington, and from the estate of the father of said Eliza Parke Law, John Parke Custis, with interest on said sum from the death of said Thomas Law, and the undersigned so claims to be paid in virtue of the terms of a certain indenture made on the ninth day of August, A. D. 1804, between the aforesaid Thomas Law and Eliza Parke Law, his wife, and a certain George Calvert and a certain Thomas Peter, and which indenture is now filed in the above cause, and to which reference it is prayed may be had. Of the amount of the sum hereby claimed in addition to the evidence herewith filed, vouchers will be hereafter produced, and at the earliest period possible.

WASHINGTON, D. C., *May 8th*, 1855.

LLOYD N. ROGERS.

Custis, 1. *Ex. L. N. R. No.* 8.

THE EXECUTORS OF GENERAL WASHINGTON:—

Gentlemen: Be pleased to pay to Thomas Peter, and George Calvert, Esquires, or their order, three hundred and fifty-two pounds, with interest from March 21st, 1806.

14*th Aug.* 1806.

I am your ob't serv't,

DD. STUART,

Admr. of the Estate of J. P. Custis, Esq'r., dec'd.

Rec'd, October 6th, 1806, of Law'e Lewis, one of the executors of Gen'l Geo. Washington, dec'd, the sum of eighty pounds, on account of the within order.

E. P. LAW.

Rec'd, October 15th, 1806, of Law'e Lewis, on account of the within, three hundred dollars.

E. P. LAW.

Rec'd, Oct. 23d, 1806, of Law'e Lewis, on account of the within, two hundred dollars.

E. P. LAW.

Custis, 2. *Ex. L. N. R. No.* 9.

Dr. Mrs. E. P. Law,

in acct. with the Estate of Gen'l Geo. Washington.

1804.

July 23d. To cash rec'd of Gen'l Dearborn, by Thomas Law, on account of house rent, $450 00

1806.		
Oct. 1st.	To cash paid you as p'r receipt, £80,	266 66
9th.	To a check on the Bank of Alex'a, drawn by Benj'n Dulany,	300 00
23d.	To ditto by Doct'r Deeh,	200 00
		$1,216 66
Cr.		
1806.	By Doct'r Stuart's order for £352,	$1,173 33

Ex. L. N. R. No. 10.

WOODLAWN, *August 27th*, 1819.

Dear Sister: I must request you to forward to me Doct'r Stuart's order in your favor, for your proportion of the judgment he obtained against the estate of Gen'l Washington, in favor of your father's estate, the order was for £350, on the back of which you gave me a receipt for £80. We are about making out each legatee's account, and without this order, yours cannot be made correctly; please, therefore, forward it by next post.

We have been under some uneasiness on your account since hearing of the yellow fever being in Baltimore; we hope you confine yourself to the country. My family are all well, and unite with me in love, and to all at Druid Hall.

Very affectionately yours,

LAW'E LEWIS.

My dear Sister: When will you, E., Mr. R., and the dearest babes, be here? I have expected you a long time. Let us hear from you.

Yours ever,

E. P. L.

Mrs. Eliza P. Custis. Love to all at D. H.

BALTIMORE.

Ex. L. N. R. No. 11.

Rec'd the following sum of Law'e Lewis, one of the executors of the late Gen'l George Washington, Va.

1806.		
Octo. 1.	Cash on account of an order drawn in my favor by D. Stuart,	$266 66
9.	By an order on the Bank of Alex'a, drawn by B. Dulany,	300 00
23.	Do. by Doct'r Dick,	200 00
	Andrew Schofield,	122 02
1806.	By Col. Simms,	216 67
	E. Except.	$1,105 35

I am about settling my accounts with commissioners appointed by our court for this purpose; you will oblige me, my d'r sister, by looking over the above, and putting your name to it, and sending it to me by the next post. Your former receipts, except the one on the back of Doct'r Stuart's order, has been mislaid; they shall be returned to you whenever found.

LAW. LEWIS.

Ex. L. N. R. No. 12.

Am't paid Mrs. Custis, on account of the estate of Gen'l. Washington		$619 79
Mrs. Custis' note to Mr. Peter . . .	$376 18	
L. Lewis' loan after taken therefrom $9 for turkeys	96	
		472 18
		147 61
Cash p'd Mrs. Custis		150
Balance due L. Lewis		2 39

Ex. L. N. R. No. 13.

WOODLAWN, *Nov. 29th.* 1822.

MY DEAR SISTER: It gave me much pain to hear from Julius, that your health was no better; I trust when I shall hear from you that I shall be informed that the late fine weather has been of *servis* to you, and that you have been enabled to take some exercise, which I am persuaded is absolutely necessary for your health. I now have it in my power to pay you $1,500 or $1,800, on account of the estate of Genl. Washington; will you inform me in which of the banks of Alexandria I shall deposit it in, to your credit. I wish you to send me Doct'r Stuart's order, which you have on the executors, for the sum of 1,173 33, part of which, by a receipt on the back, you will perceive has been paid, that I may be fully enabled to pay you the full amount of your claim; it is necessary for me to have that order, you stand credited with the am't, and the order must be my voucher for the payment. You will, therefore give a receipt on the back for the am't in full; you can keep a memo'm of the am't. Interest has been allowed you upon it; send it to me by the next post.

We are all well, and my wife and children unite in love for you and your dear little children, and beg to be particularly remembered to Mr. Rogers and Miss Mary.

Your truly and affectionate brother,

LAW. LEWIS.

N. B.—This money could have been paid some time ago, had I been in possession of the order.

Mrs. Eliza P. Custis. To the near Baltimore, care of Mr. Lloyd Rogers.

Ex. L. N. R. No. 14.

Extract from the will of Genl. George Washington. Recorded in Wills, Liber H. folio 1, &c., one of the records of the County Court of Fairfax County, in the State of Virginia.

Fifth. All the rest and residue of my estate, real and personal, not disposed of in manner aforesaid, in whatsoever consisting, wheresoever lying, and whensoever found (a schedule of which, as far as is recollected, with a reasonable estimate of its value is hereunto annexed), I desire may be sold by my executors, at such times and in such manner, and on such credits (if an equal, valid, and satisfactory distribution of the specific property cannot be made without), as in their judgment shall be most conducive to the interest of the parties concerned; and the moneys arising therefrom to be divided into twenty-three equal parts, and applied as follows, viz: To William Augustine Washington, Elizabeth Spottswood, Jane Thornton, and the heirs of Ann Ashton, son and daughters of my deceased brother, Augustine Washington, I give and bequeath four parts; that is, one part to each of them. To Fielding Lewis, George Lewis, Robert Lewis, Howell Lewis, and Betty Carter, sons and daughter of my deceased sister, Betty Lewis, I give and bequeath five other parts; one to each of them. To George Steptoe Washington, Lawrence Augustine Washington, Harriet Parks, and the heirs of Thornton Washington, sons and daughter of my deceased brother, Samuel Washington, I give and bequeath other four parts; one part to each of them. To Corbin Washington, and the heirs of Jane Washington, son and daughter of my deceased brother John Augustine Washington, I give and bequeath two parts; one part to each of them. To Samuel Washington, Frances Ball, and Mildred Hammond, son and daughters of my brother Charles Washington, I give and bequeath three parts; one part to each of them. And to George Fayette Washington, Charles Augustine Washington, and Maria Washington, sons and daughter of my deceased nephew, George Augustine Washington, I give one other part; that is, to each a third of that part. To Elizabeth Parke Law, Martha Parke Peter, and Eleanor Parke Lewis, I give and bequeath three other parts; that is, a part to each of them. And to my nephews Bushrod Washington and Lawrence Lewis, and to my ward, the grandson of my wife, I give and bequeath one other part; that is, a third thereof to each of them.

"*Schedule of Property.*"

Comprehended in the foregoing will, which is directed to be sold, and some of it conditionally is sold, with descriptive and explanatory notes relative thereto.

Extract from "Wills, Liber H, folio 1, &c., one of the records of the County Court of Fairfax County, in the State of Virginia.

Stock living, viz:—

One covering horse, 5 coh. horses, 4 riding horses, 6 brood mares, 20 working horses and mares, 2 covering jacks, and 3 young ones, 10 she-asses, 42 working mules, 15 younger ones, 329 head of horned cattle, 640 head of sheep, and a large stock of hogs, the precise number unknown.

☞ My manager has estimated this live stock at £7000, but I shall set it down in order to make a round sum, at 15,653

Aggregate amount, $530,000"

Notes.

"(*i.*) These several tracts of land are of the first quality on the Ohio River, in the parts where they are situated—being almost, if not altogether river bottoms. The smallest of these tracts is actually sold at ten dollars an acre, but the consideration therefor not received. The rest are equally valuable, and will sell as high, especially that which lies just below the little Kenhawa, and is opposite to a thick settlement on the west side the river. The four tracts have an aggregate breadth upon the river of sixteen miles, and is bounded thereby for that distance."

The foregoing are two extracts from the will and schedule attached thereto of Gen. Geo. Washington, of record in the Clerk's office of Fairfax County Court.

Teste, ALFRED MOSS,
Clerk.

From "Wills, &c.," Liber J., folios 373, 374, 375, and 376, one of the records of the County Court of Fairfax County, Virginia.

("Inclose Judge Washington.) The estate of General George Washington, deceased, in account with Bushrod Washington, and Lawrence Lewis, acting executors:—

1802.

July 20.	To 23 Potomac shares @ $300, transferred to the legatees,		6900	00
	To 161 Columbia Bank, do. at $40,		6444	00
	To 9 do. sold and divided among do.		360	00
	To 5 Alexandria do. do.		1190	
	To United States stock, do. do.		3750	19
	To interest on do. do. do.		258	06
	To do. Columbia stock do. do.		204	00
	To cash paid the interest of the Potomac shares to the legatees,		58	41
	To amount of William Sheppard's first payment of the Difficult run lands divided among the legatees,		2222	22"

1806.	2nd page.		
Mar. 20.	To cash paid Doctor Stuart, in part of his judgment,	1333	33"
1808.			
Nov. 28.	To Mrs. Law at different times,	1105	33"
1809.	To Thomas Law,	450	—"
	3d page.		
1809.	To the legatees p'd the following amounts, to wit, viz.:—		
Sept. 14.	To cash paid Thomas Peter, by David Stuart's order,	1173	33"
	To Eliza P. Law, her 93 part of a share as legatee,	4500	—"

Pursuant to an order of the worshipped Court of Fairfax County, I, Alexander Moore, the commissioner named in the said order, have settled the joint and separate accounts of Lawrence Lewis, and Bushrod Washington, Esquires, acting executors of General George Washington, deceased, upon the following principles: First. An account of Lawrence Lewis, while he acted in his individual capacity before any other qualified, which I heretofore reported to your worshipful Court, upon which account there is a balance due the executors of $3670 76. Second. An account of Bushrod Washington, with the estates for transactions of his own as executor, whereby it appears he is indebted to the estate $2017 94, exclusive of nine shares in the Bank of Potomack. Third. A general account current of the acting executors with the estate, exhibiting a full view of their whole transactions, upon which last account there is a balance due the executors of $5707 95, including their commissions. In stating the general account current of the errors, I have charged them with the full amount of all the public sales made, viz., $124,928 01, accounts of which are herewith returned to the Court, and credited them with such sums as have not been paid the purchasers, but more particularly with the sum of $15,125 00 for purchases made of lands by the late Col. Thomas Lee, as Guardian of Corbin Washington's children, which purchase their present guardian did not think himself at liberty to confirm, whereby there is a suit now pending in the high Court of Chancery of Virginia; consequently this all well as other matters relative to the estate, remain open till a further settlement. I have carefully compared the charges made in the different accounts with the vouchers, and documents produced to me by the executors, and find them all to be correctly stated.

Respectfully submitted to the Court by

ALEXANDER MOORE,
Commissioner.

MOUNT VERNON, *July 1st*, 1811.
100 hours attendance @ 75 cents. pr. hour, $75 00.
A. MOORE,
Comm'r.

At a Court held for Fairfax County, the 15th day of July, 1811. This estate account of George Washington, deceased, with Bushrod Washington, and Lawrence Lewis, the acting ex'ors, was presented in Court by Alexander Moore, Commissioner, appointed for settling the same, and the said amount having been examined by the Court is allowed, and together with the report of the Commissioner thereto annexed are orderded to be recorded.
Examined. Teste, WM. MOSS,
Cl'k."

From Wills, &c., Liber Q, folios 262, 263, 264, 265, 266, 267, 268, 269, 270, and 271, one of the records of the County Court of Fairfax County, Virginia.

"1823.
Feb. 28. To paid Thomas Peter, trustee for E. P. Curtis, $1500 00"
"1826.
May 11. To cash paid the trustees of Mrs. Curtis, legatee, $ 619 79"
"1826.
Aug't 19. To cash paid Mrs. E. P. Curtis, legatee, $ 635 95"
"1829.
Aug't 15. To cash paid Eliza P. Curtis, legatee, $ 389 57"

Pursuant to the annexed order of the worshipful Court of Fairfax County, the undersigned has settled the executorial account of General George Washington, with John A. Washington, executor of Bushrod Washington, deceased, who was one of the ex'ors of Gen'l Washington, which is herewith exhibited, by which it appears that at the death of the said Bushrod, he stood indebted to his testator in the sum of $2634 10, which the said John A. Washington has paid to Lawrence Lewis, surviving acting executor of General Washington.

Respectfully submitted by
A. MOORE,
Comm'r.

At a Court for Fairfax County, the 16th day of Jan'y, 1832, this estate account of General George Washington, deceased, in account with John A. Washington, executor of Bushrod Washington, deceased, who was the executor of the said George Washington, was this day reported to the Court by the commissioners appointed to state and settle the same, which is received by the Court and ordered to be filed, and lie until the next court for exceptions.

And at a Court continued and held for the said county the 21st day of March, 1832, the same was again presented to the Court, and no exceptions having been duly filed thereto, and the said account having been duly examined by the Court, is allowed and ordered to be repeated.

Teste, WM. MOSS."

The foregoing are true extracts from the estate accounts of General George Washington, of record in the Clerk's office of Fairfax County Court, in Liber J and Q, of "Wills, &c."

ALFRED MOSS,
Clerk.

Ex. L. N. R. No. 15.

From Wills, &c., Liber G. folio 453 to folio 484 inclusive, one of the records.

The estate of George W. Parke Custis, and the other children of John Parke Custis, dec'd, to David Stuart.

Mr. Thomas law and Elizabeth his wife,

To David Stuart, *Drs.*

To advances made for y'r use as appears by guardian's acc't No. 1 and 2.	£1082	2	8½
Acc't No. 3, both of which are stated in y'r acc't No. 2, containing them solely,	147	19	2½
To your proport'n of the bal. of £1593 0 4½ due D. Stuart upon the 2 first guard'n's acc'ts being ¼,	398	5	1
To your proport'n of the bal. of £495 1 ⅔, arising out of the 3d guard'n's acc't, being ⅓	165	4	7
To balance due you,	1478	3	2½
	£3271	14	9½

Contra.	*Cr.*		
By y'r ¼ part of y'r first advances made for you,	£270	10	2
By y'r ⅓ part of the second advances made for you,	49	6	4¾
By y'r ¼ part of the first advances made to W. P. Custis,	1220	15	0
By y'r ⅓ part of the second advances made for him,	370	16	2¾
By y'r ¼ part of the advances made for Mrs. Peter,	336	6	2¼
By y'r ¼ part of the balance in the administrator's hands,	1091	9	1¾
By y'r ⅓ part of £97 12 6 charged T. Peter, for his proport'n of Gen'l Washington's annuity and the fees paid Keith, Simms & Swanns,	32	10	10
	£3271	14	9½

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE.

Fairfax County, to wit:—

In obedience to an order of the Court of said county, we have examined the above acct., and compared the same with the vouchers, and find the same to be truly stated. Given under our hands the 23d day of August, 1797.

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE."

"At a Court continued and held for Fairfax County, the 24th day of August, this second estate account of John Parke Custis, deceased, as administered by David Stuart, was presented in Court by the said David Stuart, administrator, *de bonis non*, of the said estate, who made oath thereto, and the same having been duly examined is allowed, and ordered to be recorded.

Test. P. WAGONER,
Clk.

The foregoing is a true extract from the estate account of John Parke Custis, settled by D. Stuart, and of record in the County Court of Fairfax County.

ALFRED MOSS,
Clerk.

From Wills, &c., Liber I, folios 285 and 286.

The estate of John Parke Custis, deceased, to David Stuart, administrator, *de bonis non*, of the said estate.

Dr. Mr. Thomas Law and Elizabeth, his wife, to David Stewart.

1797.					
Oct. 1.	To cash paid you,	$941	282	6	
1798.					
May 5.	To cash paid you,	$3549 44	1064	16	7½
1799.					
May 13.	To cash paid you	$397	119	2	
1800.					
	To paid your proportion of the Washington annuity, 1797 to 1800, both years included, £87, 10 p. annum.		350		
	To paid G. W. P. Custis your proportion of £3,000, paid by him to Robt. Alexander (for the occupation of Abingdon), pursuant to the chancellor's decree,		500		
	To your proportion of the suit, Peter against Custis, &c.		15	16	18½
			2332	1	4

1797.	*Con. Cr.*			
Augt.	By balance due you as appears by the state of the accounts rendered by David Stuart to Fairfax Court, as settled by the commissioners appointed for that purpose,	1478	3	2½
1803.	By your part of the money now in the hands of David Stuart, administrator of John Parke Custis, as appears by his account now rendered to Court,	511	12	3½
	By your fourth of the balance received in 1797 from Costin Chamberlayne and Redwood,	8	17	11¼
	By balance due David Stuart	333	7	10¾
		2332	1	4

In obedience to an order of the County Court of Fairfax, we have examined the above account, and find it fairly stated. Given under our hands this 13th day of August, 1803.

WM. HERBERT,
JAS. KEITH,
WM. HARTSHORNE.

From Wills, &c., Liber I., folios 285, 286, one of the records of the County Court of Fairfax County, Virginia.

At a Court held for Fairfax County, the 15th day of August, 1803. This guardian account of Thomas Law and Elizabeth, his wife, late Elizabeth P. Custis, one of the representatives of John P. Custis, deceased, was presented in Court by David Stuart, her guardian, who made oath thereto, and the same having been duly examined is allowed, and ordered to be recorded.

Test. WM. MOSS,
Clk. &c.

Exam., &c., A. MOSS,
Clk.

True extract from John Parke Custis' estate account.

ALFRED MOSS,
Clk.

From Wills, &c., Liber K, folios 124, 125, 126, and 127, one of the records of the County Court of Fairfax County, Virginia.

The estate of John Parke Custis, deceased, to David Stuart, administrator, *de bonis non*, of the said estate.

1811. *Dr.*

		£	s.	d.
Feb'y 23.	To G. W. P. Custis his ¼ of the balance of £4655 18 7½, after deducting charges, commissions, and Eleanor Stuart's dower,	1163	18	7½
	To Eliza Law her ¼, on the same balance, of £4655 18 7½,	1163	18	7½
1813.				
Jan. 13.	To George W. P. Custis, his ¼ of £106 18 3, the balance of the aforesaid sum of £223 11 2, recovered of Pendleton,	26	14	7
	To Eliza Law her ¼ of the same balance,	26	14	7

In obedience to an order of the County Court of Fairfax, we have examined the within and above accounts, and find the several charges supported by vouchers, the said order being dated on the December term, 1809.

JAS. KEITH,
WM. HERBERT,
WM. HARTSHORNE.

At a Court continued and held for Fairfax County, the 18th August, 1813. This estate account of John P. Custis, deceased, was presented in Court by David Stuart, the adm'r, and the same having been duly examined by the comm'rs appointed for that purpose, and again by the Court is allowed, and ordered to be recorded.

True extract from J. P. Custis' estate account.

Test. WM. MOSS
Clk.

ALFRED MOSS.
Clk.

STATE OF VIRGINIA,
County of Fairfax, to wit.

I, Alfred Moss, Clerk of the County Court, for the County and in the State aforesaid, do hereby certify that the foregoing, to wit: The extract from the will of Gen'l Geo. Washington, and "Schedule of Property," from Liber H. of Wills, &c. The extracts from the estate accounts of Gen'l Geo. Washington, in Libers J. and Q., and the extracts from the estate accounts of John Parke Custis, in Libers G., I., and K., each of which are certified by me at the foot thereof, are true extracts from the records of said court.

Given under my hand and the seal of said court, this 10th day of May, 1855.

[SEAL.] ALFRED MOSS,
Clerk.

STATE OF VIRGINIA.
County of Fairfax, to wit.

I, Sholto T. Stuart, presiding justice of the County Court for the County and in the State aforesaid, do hereby certify that Alfred Moss, who has given the preceding certificate, is clerk of the said court, and that his said attestation is in due form.

Given under my hand this 11th day of May, 1855.

S. T. STUART,
P. J.

STATE OF VIRGINIA,
County of Fairfax, to wit.

I, Alfred Moss, Clerk of the County Court for the County and in the State aforesaid, do hereby certify that S. T. Sholto, Esq., who has given the preceding certificate, is presiding justice of the said court, and that his said attestation is in due form of law.

Given under my hand this 11th day of May, 1855.

ALFRED MOSS,
Clerk.

Ex. L. N. R. No. 16.

Know all men by these presents, that I, Eliza Parke Custis, of Washington City, in the District of Columbia (late Eliza Parke Law), for and in consideration of one dollar, lawful money, to me in hand paid by Lloyd N. Rogers, of Baltimore County, Maryland, and of the natural love and affection which I bear to my daughter Eliza, his wife, have given, granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents do give, grant, bargain, sell, alien, enfeoff and confirm unto the said Lloyd N. Rogers, and Eliza his wife, and to their heirs and assigns forever, all that tract, parcel, and dividend of land, situate and being in Mason County, Virginia, containing eleven hundred acres, be the same more or less, devised to me by the last will and testament of the late George Washington, of Mount Vernon, and laid off and allotted to me as my share, dividend, and proportion of the lands divided and allotted among the devisees of the said George Washington under his said last will and testament, the metes and bounds of which land being marked and distinguished in the surveys and allotments of the lands so divided among the said devisees as aforesaid, as Lot No. , will more particularly and at large appear, reference being had to the said surveys, divisions, and allotments, together with all and singular the lands, tenements, hereditaments, rights, members, and appurtenances to the same belonging, or in any wise appertaining, and all the rents, issues, and profits of the same, and the reversion and reversions, remainder and remainders of the same, and all my right, title, interest and estate, claim and

demand in law or equity whatsoever in, to, or upon the same, to have and to hold all and singular the said land and premises with the appurtenances unto them, the said Lloyd N. Rogers and Eliza his wife, and unto the survivor of them, and unto their heirs and assigns, of the survivor of them forever to his, her, and their only proper use, benefit, and behoof.

Witness my hand and seal this fifth day of May, in the year one thousand eight hundred and seventeen.

ELIZA PARKE CUSTIS, [SEAL.]

Sealed and delivered in presence of
WM. HEWITT,
HENRY INGLE,
W. JONES.

CITY OF WASHINGTON, to wit.

Be it remembered that on this fifth day of May, in the year one thousand eight hundred and seventeen, at the City of Washington aforesaid, before me, James H. Blake, Mayor of the said city, personally appeared Eliza Parke Custis of the said city (late Eliza Parke Law), in the annexed and aforegoing deed named, and then and there duly acknowledged the same to be her act and deed with intent that the same might be duly recorded as such.

In testimony whereof I have hereunto set my hand and caused the seal of this corporation to be affixed the day and year aforesaid.

[SEAL.] JAMES H. BLAKE,
Mayor.

VA. JACKSON COUNTY COURT, CLERK'S OFFICE,
June, 24th day, 1847.

This day the foregoing deed was received in said office, and together with the foregoing certificate thereon duly written admitted to record therein.

Teste, A. WAUGH,
Clerk.

Deed from Eliza Parke Custis to Lloyd N. Rogers, and his wife Eliza Rogers. Recorded in deed book, No. 6, page 352.

A. W.,
Clk.

Ex. N. L. R. No. 17.

DISTRICT OF COLUMBIA,
Washington County, sct.

Be it remembered, and it is hereby certified, that on this day of May, A. D. 1855, before the subscriber, William Redin, Auditor

of the Circuit Court of the United States for the District of Columbia, personally appears William Henry Hoffman, of the City of Baltimore, in the State of Maryland, and makes oath, on the Holy Evangely of Almighty God, that he well knew Eliza Law Rogers, daughter of Eliza Law, who was the daughter of the late Thomas Law, of this city, and who married Lloyd N. Rogers, that the said Eliza Law Rogers died under age, and unmarried, in the year eighteen hundred and thirty-seven, and, to the best of his knowledge and belief, on or about the seventh day of July of that year, and at the residence of her father, the said Lloyd N. Rogers, and that the mother of this deponent and the said Lloyd N. Rogers are first cousins.

WM. H. HOFFMAN.

Sworn to before me, this 8th May, 1855.

W. REDIN.
Aud'r.

B. 1. *Referred to in Auditor's Report. Page* 41.

I have written this because obliged to go to the Springs—I am bound to give a perfect title.

T. LAW.

This Indenture, made this sixteenth day of July, 1828, in the year of our Lord one thousand eight hundred and twenty between Thomas Law, of the City of Washington, in the District of Columbia, of the one part, and James Barry of the other part: Witnesseth: That the said Thomas Law, for and in consideration for the sum of three hundred and fifty dollars be paid, done, and performed, hath sold, and by these presents doth sell to James Barry, his heirs, executors, administrators, and assigns, all that piece or portion of ground lying and being in the City of Washington aforesaid, being part of square numbered 228, beginning at the northeast corner, thence west seventy-five feet, south twenty-four feet, thence east 75 feet, thence north twenty-five feet, to the place of beginning.

To have and to hold the said piece or portion of ground unto the said James Barry, executors, administrators, and assigns, from the above day of July 16th, and *and* term of years thence next ensuing, fully to be complete and ended the said heirs, executors, administrators, and assigns, yielding and paying therefor yearly and every year on the day of during the said term unto the said his heirs, executors, administrators, and assigns, the sum of clear of all taxes, charges, rates, or assessments whatsoever, which may become due on said piece of ground, and it is expressly understood, covenanted, and agreed, that if the said yearly rent of hereby reserved, or any part thereof, shall be unpaid at the expiration of *of* days after the

same shall become due, and not sufficient effects shall be found on the premises whereon to levy the said rent, it shall and may be lawful for him, the said his heirs, or assigns, in and upon the premises hereby granted with the appurtenances to re-enter and the said heirs, executors, administrators, or assigns, from thence to reject, remove, and expel, and the same again to repossess and enjoy in the same full, ample, and unlimited manner, as if this indenture had never been executed, and the said heirs, executors, and administrators, doth hereby covenant and agree to and with the said his heirs, and assigns, that the said heirs, executors, and administrators, the said reserved rent at the time or times when the same ought to be paid, according to the reservation aforesaid, will well and truly pay, or cause to be paid, unto the said his heirs, and assigns, and the said further covenant and agree as aforesaid, that before the expiration of from the date of these presents, that the said will build or cause to be built on the premises above described and demised, good and substantial improvements of the yearly value of which said improvements shall be, and remain during the said term on the said premises as security to the said his heirs, executors, administrators, and assigns, for the due payment of the said rent and compliance with the covenants hereby entered into on the part of the said his heirs, executors, administrators, and assigns, and he the said for himself, his heirs, and assigns, doth hereby covenant, and agree to, and with the said heirs, executors, administrators, and assigns, that he the said his heirs, and assigns, shall and will at any time or times, in consequence of these presents, at the reasonable request, and at the cost and charges in the law of the said executors, administrators, or assigns, make and execute for and upon the like rents, conditions, covenants, and agreements, as are herein reserved and contained so that the said demise shall be, according to the true intent and meaning of the parties.

And it is also covenanted and agreed, that if the said executors or administrators do, and shall at any time or times hereafter pay unto the said , his heirs, executors, administrators, or assigns, any sum or sums of money, over and above the sum of money which may at that time be due and in arrear for rent, towards the purchasing the said piece or portion of ground in fee simple; that then immediately after the end of the ensuing year, the annual rent of in future shall be abated in the same proportion which the said sum or sum of money, so paid, bears to the sum of , the price of the said piece or portion of ground: And it is also covenanted and agreed that if the said heirs, executors, administrators, or assigns, shall at any time or times hereafter, before the expiration of the said term of years pay unto the said , his heirs, executors, administrators, or assigns, the sum of over and above all rents for said piece of ground,

that may then be in arrear, that then, and in that case, his heirs and assigns shall and will make and execute, or cause to be made and executed, a good and sufficient deed of release in fee simple to the said heirs and assigns of the said piece or portion of ground.

In testimony whereof, the said parties have hereunto set their hands and affixed their seals the day and year first before written.

Signed, sealed, and delivered in presence of

I hereby authorize Mr. Edmund Law to give a complete deed of sale on receiving the hundred dollars remaining due, I having received two hundred and fifty, and I will also confirm the same clear of taxes.

THOMAS LAW.

L. 2. *Referred to in Auditor Report, p.* 49.

LAW, EX'R, ET AL., AD'S LAW.

Chancery.

The deceased, Thomas Law, in his lifetime having sold and conveyed the lots and squares mentioned in the auditor's report at page which were included in the deeds of 1800 and 1802, and which have been adjudged by the Court to belong to the undersigned his grandchildren, they do hereby elect and agree to confirm said sales to the respective purchasers, and to claim and do hereby claim against his estate the purchase money received by him with interest thereon; and do require an account thereof to be stated by the auditors, and returned with the other claims against the estate, from the deed and other testimony to be adduced.

They also claim the amount against the said estate under the said Thos. Law's covenant in the deed of separation, 9th Aug., 1804, as equal to the amount which came to their mother, or to them through their mother from the property of their grandmother Mrs. Law, derived from the estate of her father John P. Custis, and of Gen'l Washington. $

EDMUND LAW ROGERS
and ELEANOR A. ROGERS,
By COXE & CARLILSE,
Their Solic'r of.

Filed with the auditors, 1st Feb'y, 1849.

C. & C.

Cause set for hearing and continued.

And the said cause, with the consent of as well the complainants as the defendants by their said solicitors, was set for hearing at the next term of this Court: thereupon further process of and upon the premises aforesaid, between the parties aforesaid, with the con-

sent of the said parties by their solicitors aforesaid, is continued until the third Monday of October next:

Oct. Term, 1855.

And now, to wit, the said third Monday of October, in the year eighteen hundred and fifty-five, come again into the Circuit Court here, as well the complainants as the defendants by their solicitors aforesaid: thereupon the following exceptions to the auditor's report were filed, to wit:

Exceptions to Aud'r 7th Rep. by L. N. Rogers.

In the case of LAW'S ADM'OR
vs.
LAW'S EX'ORS ET AL.

Lloyd N. Rogers excepts to the auditor's 7th report of the 26th May, 1855, and to so much of the accounts then reported as rejects,

1st. His claim for money loaned to the said Thomas Law in his lifetime; and for cause of exception shews, that the said claim is sustained by legal and competent evidence; and is in full force, and not barred by limitations or otherwise.

2nd. His claim as survivor of his wife Eliza Law, under the provisions of the deed of the 9th August, 1804: and for cause of exceptions shews, that his claim is sustained by legal and competent evidence, and is in full force and not barred by limitations or otherwise.

T. PARKIN SCOTT,
Sol'r for L. N. R.

Ex. to Aud'r 7th Rep't by E. L. Rogers.

Exceptions to auditor's 7th report by Edmund Law Rogers.

LAW'S ADM'R
vs.
LAW'S EX'OR ET AL.

Edmund Law Rogers in his own right and as administrator of his sister Eliza Law Rogers, deceased; and Eleanor A. Rogers, except to the auditor's 7th Report, and to so much of the accounts then reported as rejects,

1st. Their claims as pecuniary legatees under the will of their said grandfather, being five thousand dollars to each of the said three, viz: Edmund, Eliza and Eleanor.

2d. And if they are excluded as such legatees, then to so much of said report and accounts as awards the amount of said legacies, to wit: $15,000—under the residuary clause of the will—it being to that amount an intestacy, and not passing under the residuary

clause, but as to these exceptants and others, as undisposed of personally.

T. PARKIN SCOTT,
Sol. E. L. R. &
E. A. R.

Exceptions to evidence by James Adams, Ex'or, &c., and Henry May, adm'r of Edmund and Thomas Law, respectively for themselves, and those represented by them, hereby except to the evidence filed in this cause on the 23d November, 1855, under and by virtue of the notice thereto appended, signed "T. Parkin Scott, Att'y for Rogers," because the said evidence and depositions are taken without any legal warrant or authority, because the said notice is not sufficient in point of time. And these exceptions further, except to so much of the deposition of Joseph Lloyd, Robert Curry, Robert Park, and John Ingles as relates to the value of the lands therein referred to, because there is no evidence to identify said lands as those devised by the last will of Gen'l Washington to Eliza P. Law, and because there is no evidence that the covenant of said George Law, contained in the deed of 9th August, 1804, is chargeable with the value or amount of said lands or otherwise.

ROBERT J. BRENT,
for Exceptants.

And the said report of the auditor with the exceptions thereto, were, with the consent of the parties by their solicitors aforesaid, set for hearing: and the said cause and the auditor's report, and the exceptions thereto coming on to be heard, after argument of counsel, and after mature deliberation thereupon had, the Court passed the following decree in the premises, to wit:

Decree.

This cause having been set for hearing upon the auditor's report and accounts, and the exceptions filed thereto, and having been fully argued and considered, it is thereupon by this Court, and the authority thereof, this 21st day of January, in the year of our Lord one thousand eight hundred and fifty-six, adjudged, ordered, and decreed, that after satisfying the unpaid costs of this suit, the sum of $23,064 17 be paid by the trustee, James Adams to Lloyd N. Rogers, administrator of Eliza Park Law, it being the balance of arrears due on the annuity settled on the said Eliza Park Law by the testator, Thomas Law, in the deed dated the 9th day of August, in the year of our Lord one thousand eight hundred and four, after crediting the said trustee with the sum of $9,521 59 heretofore paid by him to said Lloyd N. Rogers on the 8th November, 1848, making in all the sum of $32,585 76 to be received by said Lloyd N. Rogers, as such administrator, in full of said arrears.

And whereas it was the manifest intention of the testator as expressed in the codicil to his last will and testament, that his grandchildren, Edmund Law Rogers, Eleanor Rogers, and Eliza Rogers, should not receive the legacies by him bequeathed to them if they should demand or receive from his estate any sum or sums of money coming to them as heirs of their grandmother, Eliza Park Law, under or by virtue of any of the deeds recited in said codicil. And whereas the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, deceased, are the sole distributors of the said Eliza Park Law, and as such entitled to such residuum of said sum of $32,585 76, hereinbefore finally decreed to the administrator of said Eliza Park Law as may remain for distribution by said administrator. Therefore, it is further adjudged, ordered, and decreed that the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, dec'd, shall each for himself or herself, elect between the distributive shares coming to them respectively as aforesaid out of said sum of $32,585 76, and the legacies bequeathed to them respectively by said testator, and in case they, or any of them, elect to take and receive the legacies or legacy so bequeathed, then and in that case the said legatee or legatees so electing, shall be paid his or her *pro rata* share of the legacy coming to him or her, as shown in the auditor's report and accounts, deducting from the shares coming to said Edmund Law Rogers and Eleanor Rogers the sum of $8,410 03 heretofore paid them on the 8th November, 1848, with legal interest thereon, computed from that date, so soon as he or they shall file with the trustee and executor, James Adams, a written assignment in due form of law transferring to said Adams for the benefit of the estate of the testator the amount of his or her distributive shares aforesaid, not exceeding the amount paid or to be paid to the legatees so electing, for or on account of his or her said legacy, and so soon as the said Adams shall notify said assignment to the administrator of said Eliza Park Law; and in case the said Edmund Law Rogers, Eleanor Rogers and the administrator of said Eliza Rogers, or any of them shall elect to claim and take the aforesaid legacies, then, it is further adjudged, ordered, and decreed that the trustee, James Adams, shall forthwith pay to each of the legatees of the testator, who are not hereby required to elect, or his solicitor, the *pro rata* share of the assets in hand coming to all the legatees, admitting all to participate in the fund as shown in the auditor's account last filed; but in case the said legatees, or any of them named in the said codicil, shall elect to claim, take, and receive his or her distributive share of said sum of $32,585 76, then, and in that case, the amount of the legacy or legacies bequeathed to them or any of them so electing, shall inure to the benefit of the estate of said testator.

It is further adjudged, ordered, and decreed that such election shall be in writing, signed by the parties hereby required to elect

and filed in the proceedings of this cause, within ten days from this date, unless the parties or any of them so required to elect shall previously file in the proceedings of this cause, a petition praying to be allowed to postpone their election until the final settlement of the administration accounts of the administrator of Eliza Park Law, in which case the said administrator is hereby enjoined and restrained from making any payments out of the said sum of $32,585 76 to the distributees thereof, or any of them, until such election shall be made, and in the event of such election being so postponed, it is further adjudged, ordered, and decreed, that the trustee, James Adams, do immediately upon the filing of such petition, for postponing the election hereinbefore required, pay to the other legatees of the testator, who are not hereby required to elect, their and each of their *pro rata* shares of the assets and funds now in hand, as shown by the auditor's account, distributing the same among all the legatees of the testator *pro rata*, and in the event of the said Edmund Law Rogers, Eleanor Rogers, and the administrator of Eliza Rogers, or any of them electing to claim their distributive shares of $32,585 76, the said Lloyd N. Rogers administrator of Eliza P. Law, shall, upon the order of this Court, and not otherwise, pay the amount of the distributive share or shares to said legatee or legatees, first deducting from the share of Edmund Law Rogers and Eleanor Rogers the sum of eight thousand four hundred and ten dollars and three cents hereinbefore mentioned, with interest thereupon from the 8th November, 1848, and which last sum to be so deducted therefrom, the said Lloyd N. Rogers shall, in that case, pay to the said trustee, James Adams, for the benefit of the estate of the testator. But in case the said legatees, or any of them hereby required to elect as aforesaid, shall fail to petition for a postponement, or to elect as aforesaid, within ten days, or if they shall fail to make such election within ten days, after the settlement of the final account of the administrator of said Eliza Park Law, then they shall be considered as electing not to take said legacies to them.

And it is further adjudged, ordered and decreed that the surplus funds which may remain after satisfying, on the principles of this decree, the legacies bequeathed by said testator, shall be paid to the legal representatives of William Blane, the residuary legatee of said testator, after paying thereout to Henry May and Robert J. Brent twenty-five per cent. on the amount of such surplus, in fulfilment of the contract made between them and James Adams, as reported by the auditor.

It is further ordered that all claims and exceptions at variance with this decree, except the claim of Barry, which is allowed in full to be paid out of future assets to come into the trustee's hands, be, and the same are hereby disallowed and overruled: And that the trustee, James Adams, do proceed with all convenient despatch to collect the debts due to said estate, including the funds in the hands

of John P. Ingle, and to sell the residue of the property belonging to his testator, and as yet unsold, and to report his further proceedings in the premises to this Court; and it is hereby referred to the auditor to state and report what amount of compensation may still remain equitably due, or should be allowed to said Adams for his services, and also to said Ingle for his services, in respect to said fund, and the question of such compensation is reserved until the distribution of further assets, to be hereafter reported to this Court, it not being intended to affect or delay thereby the distribution now ordered.

By order of the Court,

Test., JNO. A. SMITH,

Cl'k.

Deed of Partition. Legatees of Gen'l George Washington.

To all whom it may concern: Be it remembered that the underwritten persons, claiming as legatees under the will of Gen'l George Washington, dec'd, having agreed to divide all the lands of the said decedent lying on the Western Waters, except those tracts on the west side of the Ohio, and those in Kentucky, which said lands so agreed to be divided have been surveyed, and especially divided into twenty-three parts, according to quantity and quality; which said survey and division the undernamed do hereby ratify and confirm: And whereas the undernamed, acting for themselves, or as guardians for other legatees, or by virtue of power granted by absent legatees, have drawn lots for the respective tracts so surveyed and divided, and upon examining the same, they are found respectively to be entitled to the tracts of land hereinunder mentioned: Know *know* ye that we the undersigned do severally and respectively for ourselves, our heirs, executors and administrators, hereby ratify and confirm the said division and allotment, and so bind ourselves, our heirs, executors and administrators to execute and perform any act or acts which may be necessary for confirming the division hereby made. It is perfectly understood that the numbers prefixed to each name respectively refers to the tract of land in the annexed surveys to which such person is entitled under this division.

In witness whereof, we have hereunto set our hands and affixed our seals this 5th day of June, 1805.

Number 1. Charles Carter,	1,186	acres.
" 2. George Steptoe Washington,	1,186	"
" 3. Thomas Peter,	1,425	"
" 4. Mrs. Ann Ashton's heirs,	1,425	"
" 5. Andrew Parks,	1,400	"
" 6. Mrs. Eliza Law,	1,100	"
" 7. George Lewis,	1,300	"
" 8. Fielding Lewis's heirs,	1,300	"

Number 9.	Washington, Lewis and Cutis,	1,200	acres.
" 10.	Lawrence Lewis,	1,207	"
" 11.	Wm. A. Washington (for self),	1,202	"
" 12.	Geo. A. Washington's heirs, by Burwell Bassett, his guardian,	1,180	"
" 13.	W. A. Washington (for children),	1,160	"
" 14.	Col. John Thornton,	1,100	"
" 15.	Robert Lewis,	1,100	"
" 16.	Thornton Washington's heirs, by Lawrence Washington, ex'r,	1,100	"
" 17.	Howell Lewis,	1,531	"
" 18.	Samuel Washington,	2,233	"
" 19.	Lawrence A. Washington,	3,110	"
" 20.	Alexander Spotswood,	1,311	"
" 21.	Francis Peyton,	880 and 670	"
" 22.	Thomas Hammond,	1,300	"
" 23.	Corbin Washington's heirs,	1,330	".

In testimony of the above we have hereunto set our hands and seals the day and year above mentioned.

Charles Carter, by Law. Lewis and Howell Lewis, attor's. [Seal.]
George S. Washington. [Seal.]
Thomas Peter. [Seal.]
B. Ashton, Jun'r. [Seal.]
Ann Ashton, by B. Ashton, Jr., her att'y. [Seal.]
B. Ashton. [Seal.]
N. Fitzhugh. [Seal.]
Andrew Parks, by Bushrod Washington, his att'y. [Seal.]
Mrs. Law, by Thos. Peter, her att'y. [Seal.]
George Lewis, by Bushrod Washington, his att'y. [Seal.]
Alex'r Spotswood, Jr., and Law'ce Lewis, for the heirs of Fielding Lewis, dec'd. [Seal.]
Bushrod Washington, [Seal.]
Lawrence Lewis, and [Seal.]
George W. P. Custis. [Seal.]
Law'ce Lewis. [Seal.]
Wm. Aug't. Washington (for self). [Seal.]
G. A. Washington's heirs, by B. Bassett, their guard'n. [Seal.]
Wm. Aug't Washington (for children). [Seal.]
F. Thornton. [Seal.]
Law'ce Washington, guard'n of Sa'l Washington. [Seal.]
Robert Lewis. [Seal.]
Thornton S. Washington. [Seal.]
Howell Lewis. [Seal.]
Samuel Washington. [Seal.]
Sam'l A. Washington. [Seal.]
Alexander Spotswood, deed to be made to John Augustine Spotswood, see power of att'y in hands of Judge Washington. [Seal.]

Fra. H. Peyton. [Seal.]
Thos. Hammond, by Geo. A. Washington. [Seal.]
Thos. Lee, guard'n of Corbin Washington's heirs, by Bushrod Washington. [Seal.]

Signed, sealed, and delivered in presence of us,
Nath'l C. Hunter,
John Gadsby,
S. Snowden.

District of Columbia, to wit:

I, George Dencale, Clerk of the United States Circuit Court of the District of Columbia, for the County of Alexandria, do hereby certify that at a United States Circuit Court of the District aforesaid, continued and held for the county aforesaid, the twenty-ninth day of June, in the year eighteen hundred and five, this deed of partition between Charles Carter, George S. Washington, Thomas Peter, B. Ashton, Jr., Ann Ashton's heirs, B. Ashton, Nicholas Fitzhugh, Andrew Parks, Eliza Law, George Lewis, the heirs of Fielding Lewis, dec'd, Bushrod Washington, George W. P. Custis, Lawrence Lewis, William Augustine Washington, for self; the heirs of George A. Washington, the children of William Augustine Washington, J. Thornton, Lewis , Robert Lewis, Sam'l Washington, Thornton A. Washington, Howell, Samuel Washington, Lawrence Washington, Alexander Spotswood, deceased; F. H. Peyton, Thomas Hammond, and the heirs of Corbin Washington, deceased, was proved by the oath of Nathaniel C. Hunter, John Gadsby, and Samuel Snowden, witnesses thereto, to be the act and deed of Charles Carter, by Lawrence Lewis and Howell Lewis, his attorneys, George Washington, Thomas Peter, B. Ashton, Jr., Ann Ashton, by B. Ashton, her attorney; B. Ashton, N. Fitzhugh, Andrew Parks, by Bushrod Washington, his attorney; Mrs. Law, by Thomas Peter, her attorney; George Lewis, by Bushrod Washington, his attorney; the heirs of Fielding Lewis, deceased, by Alex. Spotswood, Jr. and Lawrence Lewis, their attorneys; Bushrod Washington, George W. P. Custis, Lawrence Lewis, William A. Washington, the heirs of George A. Washington, by Burwell Bassett, their guardian; William A. Washington, for his children; John Thornton, Robert Lewis, Samuel Washington, by Lawrence Washington, his guardian; Thornton S. Washington, Howell Lewis, Samuel Washington, Lawrence A. Washington, Francis H. Peyton, John A. Spotswood, Thomas Hammond, and Corbin Washington's heirs, by Bushrod Washington, and ordered to be certified to the General Court in the Commonwealth of Virginia, for record.

[L. S.] In testimony whereof I have hereunto set my hand and affixed the seal of the said county, this 5th day of July, 1805.

G. DENCALE,
Clk.

(For plats see original p. 178.)

(For plats see original p. 179.)

(For plats see original p. 180.)

VIRGINIA, to wit:—

At a General Court held at the Capitol in Richmond, the thirteenth day of November, 1805, this indenture, together with the certificate under the hand and seal of *of* George Dencale, Clerk of the United States Circuit Court of the District of Columbia, for the county of Alexandria, thereon endorsed, and the plats and surveys to said indenture annexed, on the motion of the parties thereto was ordered to be recorded.

Test.: WILSON ALLEN,
Clk Cou.

STATE OF VIRGINIA,
City of Richmond, to wit:

I, Eustace Robinson, Clerk of the Circuit Court of the City of Richmond, in the said State of Virginia, and as such according to law, keeper of the records of the late General Court of Virginia, do hereby certify that the foregoing is a true transcript from the Records of the said late General Court.

In testimony whereof I hereto set my hand and annex the seal of the said at Richmond aforesaid, this twenty-seventh day of November, 1855.

[L. S.] EUSTACE ROBINSON.

STATE OF VIRGINIA,
City of Richmond, to wit.

I, John A. Meredith, only Judge of the Circuit Court of the City of Richmond, in the said State of Virginia, do hereby certify, that Eustace Robinson, who hath given the preceding certificate, is Clerk of the said Circuit Court, and that his said attestation is in due form.

Given under my hand at Richmond aforesaid, this 27th day of November, 1855.

JOHN A. MEREDITH.

Appeal prayed to Sup. Court U. States.

Whereupon Lloyd N. Rogers, administrator of Eliza Park Custis (Law), deceased, Edmund Law Rogers in proper person, and as administrator of Eliza Law Rogers, deceased, and Eleanor A. Rogers, by T. Parkin Scott, their Solicitor, prayed an appeal from the judgment and decree aforesaid made by the Court in the premises, to the Supreme Court of the United States, and to them it is granted; whereupon they file in Court here the following appeal bond, to wit:—

Appeal Bond.

Know all men by these presents, that we, Lloyd N. Rogers, administrator of Eliza Park Custis (Law), dec'd, Edmund Law Rogers in proper person, and as administrator of Eliza Law Rogers, dec'd, and Eleanor A. Rogers, are held and firmly bound unto the executors of William Blane, deceased, Henry May, administrator of Thomas Law, deceased, and of Edmund Law, deceased, and A. A. Lawrence, administrator of Thomas Jones, deceased, in the full and just sum of two hundred dollars, current money of the United States, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly, and severally, firmly by these presents, sealed with our seals, and dated this fourth day of February, in the year eighteen hundred and fifty-six.

Whereas, lately at a Circuit Court of the District of Columbia, sitting as a Court of Equity for Washington County, in a cause, wherein Joseph E. Law, by his next friend, Mary Robinson, was complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund and Thomas Law, and others were defendants, a decree was rendered against Lloyd N. Rogers, administrator as aforesaid, Edmund Law Rogers in proper person, and as administrator as aforesaid, and Eleanor A. Rogers, and they having entered an appeal to the Supreme Court of the United States.

Now the condition of the above obligation is such, that if the said Lloyd N. Rogers, administrator as aforesaid, Edmund Law Rogers in proper person, and as administrator as aforesaid, and Eleanor A. Rogers, shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

LLOYD N. ROGERS, [SEAL.]
ELEANOR A. ROGERS, [SEAL.]
EDMUND LAW ROGERS. [SEAL.]
for self, and adm'r of ELIZA LAW ROGERS.
JOS. H. BRADLEY,
as to RICHARD S. COXE. [SEAL.]

Signed, sealed, and delivered in the presence of
T. PARKIN SCOTT.

Approved. JAS. DUNLOP.

And the same being approved by the Court, it is ordered that a record of the proceedings aforesaid, with all things thereto relating, be transmitted to the said Supreme Court of the United States, which is done accordingly.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said Circuit Court, this 26th day of March, 1857. [SEAL.] JNO. A. SMITH,
Clerk.

THE UNITED STATES OF AMERICA,

To James Adams, executor of Thomas Law, deceased, and trustee, Henry May, administrator of Thomas Law, dec'd, and administrator of Edmund Law, dec'd, and A. A. Lawrence, administrator of Thomas Jones, dec'd, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error, filed in the Clerk's office of the Clerk of the Circuit Court of the District of Columbia for Washington County, wherein Lloyd N. Rogers, administrator of Eliza Parke Custis (Law), dec'd, Edmund Law Rogers, in proper person and as administrator of Eliza Law Rogers, dec'd, and Eleanor A. Rogers are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the decree rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable William M. Merrick, Assistant Judge of the Circuit Court of the District of Columbia, for Washington County, this 30th day of April, in the year of our Lord one thousand eight hundred and fifty-seven.

WM. M. MERRICK,
A. J.

On this thirtieth day of April, in the year of our Lord one thousand eight hundred and fifty-seven, personally appeared George W. Phillipps, Deputy Marshal, before me, the subscriber, a justice of the peace in and for Washington County, District of Columbia, and makes oath that he delivered a true copy of the within citation to James Adams, one of the parties therein named.

G. W. PHILLIPS,
Dept. Marshal for the Dist. of Col.

Subscribed and sworn to before me, this 30th day of April, 1857.

THOMAS C. DORNE,
J. P.

Filed 30th April, 1857.

Know all men by these presents that we, Lloyd N. Rogers, administrator of Eliza Parke Custis (Law), dec'd, Edmund Law Rogers, in proper person and as administrator of Eliza Law Rogers, dec'd, and Eleanor A. Rogers, and Richard S. Coxe, are held and firmly bound unto the executors of William Blane, deceased, Henry May, administrator of *of* Thomas Law, deceased, and of Edmund Law, deceased, and A. A. Lawrence, administrator of Thomas Jones, deceased, in the full and just sum of two hundred dollars, current money of the United States, to which payment well and truly to

be made we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this twenty-ninth day of April, in the year eighteen hundred and fifty-seven.

Whereas, lately, at a Circuit Court of the District of Columbia, sitting as a Court of Equity for Washington County in a cause wherein Joseph E. Law, by his next friend Mary Robinson, was complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund and of Thomas Law and others, were defendants, a decree was rendered against Lloyd N. Rogers, administrator as aforesaid, Edmund Law Rogers, in proper person and as administrator as aforesaid, and Eleanor A. Rogers, and they having entered an appeal to the Supreme Court of the United States. Now the condition of the above obligation is such that if the said Lloyd N. Rogers, administrator as aforesaid, Edmund Law Rogers, in proper person and as administrator as aforesaid, and Eleanor A. Rogers, shall prosecute their appeal to effect and answer all damages and costs, if they fail to make their plea good then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

LLOYD N. ROGERS, [SEAL.]
as Administrator of Eliza Parke Custis (Law).

EDMUND LAW ROGERS, [SEAL.]
in proper person and as Administrator of Eliza Law Rogers, dec'd.

ELEANOR A. ROGERS. [SEAL.]
RICH'D S. COXE. [SEAL.]

Signed, sealed, and delivered in the presence of

J. PARKIN SCOTT,
as to Lloyd N. Rogers.

THOS. J. GRAHAM,
as to Eleanor A. Rogers.

J. PARKIN SCOTT,
as to Edmund Law Rogers.

GEORGE KOLLE,
as to Richard S. Coxe.

Approved by

WM. M. MERRICK,
A. J.

Bond.

LLOYD N. ROGERS and others
to
Ex'rs of WM. BLANE and others.

Filed 30 April, 1857.